

LEASE NO. GS-11P-LMD00329

Global Lease
GSA FORM L100 (10/2016)

This Lease is made and entered into between

Tower-Dawson, LLC

(Lessor), whose principal place of business is 2000 Tower Oaks Blvd., 9th Floor, Rockville, MD 20852-4282, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1101 Wootton Parkway, Rockville, MD 20852-1060

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name: Jeffrey S. Abramson
Title: Manager
Entity Name: Tower MD Holdings, LLC,
managing member of Tower-Dawson, LLC
Date: 9/28/17

FOR THE GOVERNMENT:

(b) (6)

Name: James Phelan
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 3/21/2018

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name: KEITH LAVELY
Title: EVP, GOVERNMENT SOLUTIONS
Date: 9/28/2017

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: 85,970 rentable square feet (RSF), yielding 75,845 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the Lower Level, the full Plaza Level, the full 2nd floor, the full 3rd floor, and a portion of the 4th floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 13.35 percent. This factor, rounded to the nearest hundredth percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 3 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 3 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property at going market rates.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	(b) (4)
OPERATING COSTS ²	
TENANT IMPROVEMENTS RENT ³	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	
PARKING ⁵	
TOTAL ANNUAL RENT	\$2,149,250.00

(b) (4)

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 75,845 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

(b) (6)

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first twelve (12) months of the Lease. Therefore, the first twelve (12) months of the Lease shall be provided at no cost to the Government.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. Savills Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to Savills Studley, Inc. with the remaining (b) (4), which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 13 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 13th Month's Rent.*

Month 14 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 14th Month's Rent.*

Month 15 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 15th Month's Rent.*

Month 16 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 16th Month's Rent.*

Month 17 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 17th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 RENEWAL RIGHTS (OCT 2016)

A. This Lease may be renewed at the option of the Government for a term of 5 YEARS at the following rental rate(s):

	OPTION TERM, YEARS 11 – 15	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	(b) (4)	
OPERATING COSTS	OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE.	

(b) (6)

provided notice is given to the Lessor at least 180 days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	A
PARKING PLAN(S)	1	B
AGENCY MINIMUM TECHNICAL REQUIREMENTS	2	C
SECURITY REQUIREMENTS	6	D
GSA FORM 3517B GENERAL CLAUSES	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	F
RENOVATION PLAN	2	G
PROGRAM OF REQUIREMENTS	39	H

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate (b) (4).

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	

*The Lessor's Project Management Fee (b) (4)

(b) (4)

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of (b) (4).

(b) (6)

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 31.3224 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 85,970 RSF by the total Building space of 274,468 RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree that the Lessor's base rate for operating costs shall be (b) (4) which shall not be subject to annual adjustments during the term of the Lease.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.75 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 0.00 per hour for the entire Space.

B. INTENTIONALLY DELETED

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016) INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. All building shell renovations and improvements necessary to meet the requirements of this GSA Form L100 and its attachments.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.8(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

(b) (6)

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) Included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

(b) (6)

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2016)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

(b) (6)

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

(b) (6)

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) -- INTENTIONALLY DELETED

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 10 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

(b) (6)

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2011)

A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

(b) (6)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (OCT 2016)~~— INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures; Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

(b) (6)

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the South Coast Air Quality Management District standards for VOC limits for applicable product types ([HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES](http://www.aqmd.gov/home/regulations/compliance/vocs/rules)) as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

(b) (6)

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

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E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.14 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or

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predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

- a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction with the exception of the 2,800 ABOASF of conference/training space which shall be at a minimum of 9 feet and 0 inches per the POR. Areas with raised

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flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

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B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi-gloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the

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Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the Government pays separately for electricity, no more than 500 SF of office Space may be controlled by one switch or automatic light control for all office Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.

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7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

8. A floor drain.

9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

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B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government will contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government will contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

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H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 SECURITY FOR NEW CONSTRUCTION (NOV 2005)-INTENTIONALLY DELETED

3.47 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)-INTENTIONALLY DELETED

3.48 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)-INTENTIONALLY DELETED

3.49 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)-INTENTIONALLY DELETED

3.50 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)-INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. **HVAC during Construction:** If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA)

vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

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G. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

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3.55 ~~DESIGN EXCELLENCE—LEASE (OCT-2016)~~ INTENTIONALLY DELETED

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SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

Upon Lease award, the Lessor shall schedule a meeting with the Government within ten (10) working days to kick off the post award activities of this project. Design and construction activities for the Space shall commence after this meeting. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete Blocking and Stacking Plans, Space Plans and DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 75 Working Days (including Government review and approval time for the Blocking and Stacking Plans and Space Plans) following lease award. The DID process shall be completed in three separate phases. The first phase shall be the preparation of the Blocking and Stacking Plans. The Blocking and Stacking Plans shall be submitted to the Government for review within 10 Working Days of the kickoff meeting. The Government shall review and provide comments to the Lessor on the Blocking and Stacking Plans within 10 Working Days of submission of such Blocking and Stacking Plans to the Government. Following receipt of the Government's comments on the Blocking and Stacking Plans, the Lessor, as the second phase of the DID process shall prepare Space Plans showing the proposed layout of the space consistent with the POR, the Blocking and Stacking Plans and Government comments. The Space Plans shall be prepared and submitted to the Government for its review and approval no later than 15 Working Days following receipt of the Government's comments on the Blocking and Stacking Plans. The Government shall have 10 Working Days to review and approve (with or without comments) the Space Plans. Following receipt of the Government's approval of the Space Plans, the Lessor, as the final phase of the DID process shall prepare the full DID package as described in Subparagraph B below. The DIDs shall be prepared and submitted to the Government for its review and approval no later than 30 Working Days following receipt of the Government's comments on the Space Plans. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. The Lessor will be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 Working Days of the DID submission.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 15 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period. The Lessor shall respond to comments within 10 Working Days with a revised DID submission and the Government shall have 10 Working Days to approve or reject the DIDs with comments. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 30 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 15 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs. The Lessor shall respond to the Government's review comments within 10 Working Days with a revised CD submission and the Government shall have 10 Working Days to approve or reject the CD revised CD submission with comments.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 13 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

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I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 100 Working days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2016)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

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- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- J. Intentionally deleted.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with

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respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than 20 working days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages the sum of one day's rent under this Lease for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

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SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached Agency Minimum Technical Requirements and Security Requirements, shall be deemed to be TI costs.

5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)

With respect to the following bulleted paragraphs, the Government accepts the tenant improvements in their existing condition. Notwithstanding this acceptance, the requirements under these paragraphs shall pertain to future repair or replacement due to maintenance or alterations performed throughout the term of the Lease.

- DOORS: INTERIOR
- DOORS: HARDWARE
- PARTITIONS: SUBDIVIDING
- HEATING AND AIR CONDITIONING
- ELECTRICAL: DISTRIBUTION
- LIGHTING: INTERIOR AND PARKING - TI

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

- a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.
- b. Construction. Any draperies to be newly installed shall be made as follows:
 - i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. Three-fold pinch pleats;
 - v. Safety stitched intermediate seams;
 - vi. Matched patterns;
 - vii. Tacked corners; and,
 - viii. No raw edges or exposed seams.
- c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort, and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

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5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.11 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.

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9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc.	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

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5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. The Lessor shall ensure that all outlets shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture or equipment electrical connection panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking - Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

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5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours. In addition, overtime HVAC shall be provided from 6:00 AM to 7:00 AM and from 6:00 PM to 7:00 PM, Monday through Friday, with the exception of Federal holidays. Pursuant to Lease Paragraph 1.16, such overtime shall be provided at no additional charge.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. Approximately 1,750 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the high density file room, designated server room and four (4) LAN rooms per the requirements of the POR. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of

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sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Intentionally deleted.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Intentionally deleted.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with

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instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 20 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. Intentionally deleted.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

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C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 ~~SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)~~ INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire-stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. Initial Testing:

1. The Lessor shall:
 - a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
 - b. Report the results to the LCO upon award; and
 - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.

3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to

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complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. Corrective Action Program:

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.

c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.

2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. Testing Procedures:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.24 RADON IN WATER (JUN 2012)-INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2016)

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

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6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to comply with the latest Interagency Security Committee (ISC) standards and countermeasures, including but not limited to the requirements of Federal Security Level II attached to this Lease.

7.02 PHASING PLAN AND PROJECT SCHEDULE

As soon as practicable following execution of this Lease, the parties shall meet, confer and develop a mutually acceptable phasing plan and project schedule for the design, construction, delivery, and occupancy of space that is consistent with the terms and the timeframes set forth in this GSA Form L100 and, except as otherwise required by this GSA Form L100, that is consistent with Lessor's Renovation Plan attached hereto as Exhibit G. The phasing plan and Renovation Plan shall minimize the disruption to and interference with the ongoing operations of the Government tenant. It is expressly understood that this Lease No. GS-11P-LMD00329 shall not commence prior to the expiration or termination of current Lease Nos. GS-11B-01290 and GS-11B-01504, including any future extensions thereof, it being the intention of the parties that the Government not pay "double rent" for the leased Premises.

7.03 CONCESSION ALLOWANCE

The offered rental rate set forth in Paragraph 1.03 above includes a Concession Allowance of \$1,723,587 (\$20.05 per RSF). The Concession Allowance is in addition to the twelve month rent abatement, the commission credit, Tenant Improvement Allowance, and the Building Specific Amortized Capital. This Concession Allowance shall be available to the Government effective upon lease execution and may be applied by the Government to cover any costs that are allowable under GSA leasing and pricing policy and/or additional free rent to be applied at the beginning of the Lease Term.

7.04 INTRA-BUILDING MOVE COSTS

Intra-building moves shall be planned to minimize disruption to and interference with the ongoing operations of the Government tenant. The Lessor shall pay for the physical relocation of the Government tenant's furniture, equipment, and files within the building one time per phase for each of the two proposed phases. Lessor's obligation to pay for physical relocation costs does not extend to personal property belonging to on-site Government employees or contractors, nor does it extend to any Government property or equipment that are proposed to be brought in from outside the Building or any new installations or relocations of telecommunications or security system cabling or related infrastructure within the Building. The Lessor's obligation to pay for physical relocation costs includes the cost to relocate the high density filing room equipment currently located on the 7th floor to one or more new locations within the leased Premises as determined by the Government, but does not include the cost to relocate the high density filing room equipment currently located on the Plaza and 2nd floors, which are proposed to remain in place. In addition, should the Government elect to abandon the movable partitions currently located on the Lower Level and Plaza Level, the Lessor shall remove and dispose of such movable partitions at no cost to the Government.

7.05 EXCUSABLE DELAY

The Lessor shall not be responsible for delays which arise without the fault or negligence of Lessor ("Excusable Delays") and shall include (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, as determined by the reasonable discretion of the LCO, (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier (12) delays by the county in issuance of a building permit after Lessor has applied for a permit with all due diligence (13) delays by city inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building and (14) failure of Lessor to receive long-lead items requested by the Government provided that Lessor has ordered such items in a timely manner. Lessor agrees to provide the Government a copy of the application for the permit. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items

7.06 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

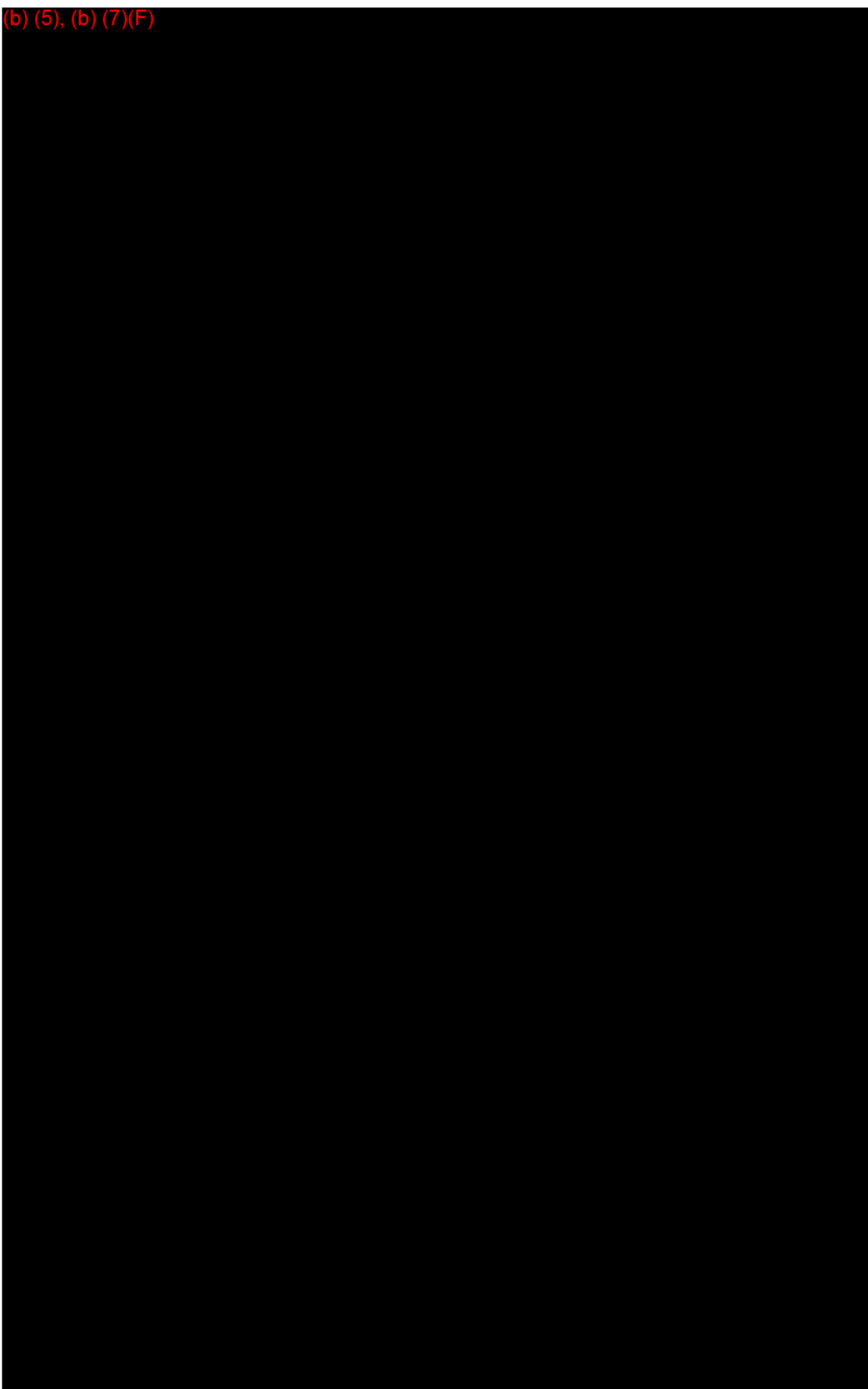
- 3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)
- 5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)
- 5.18 ELECTRICAL, DATA FOR SYSTEMS FURNITURE (JUN 2012)

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Exhibit A - Floor Plans

Blocking Plan

April 10, 2017



The Tower Building @ Tower Oaks

Lower Level

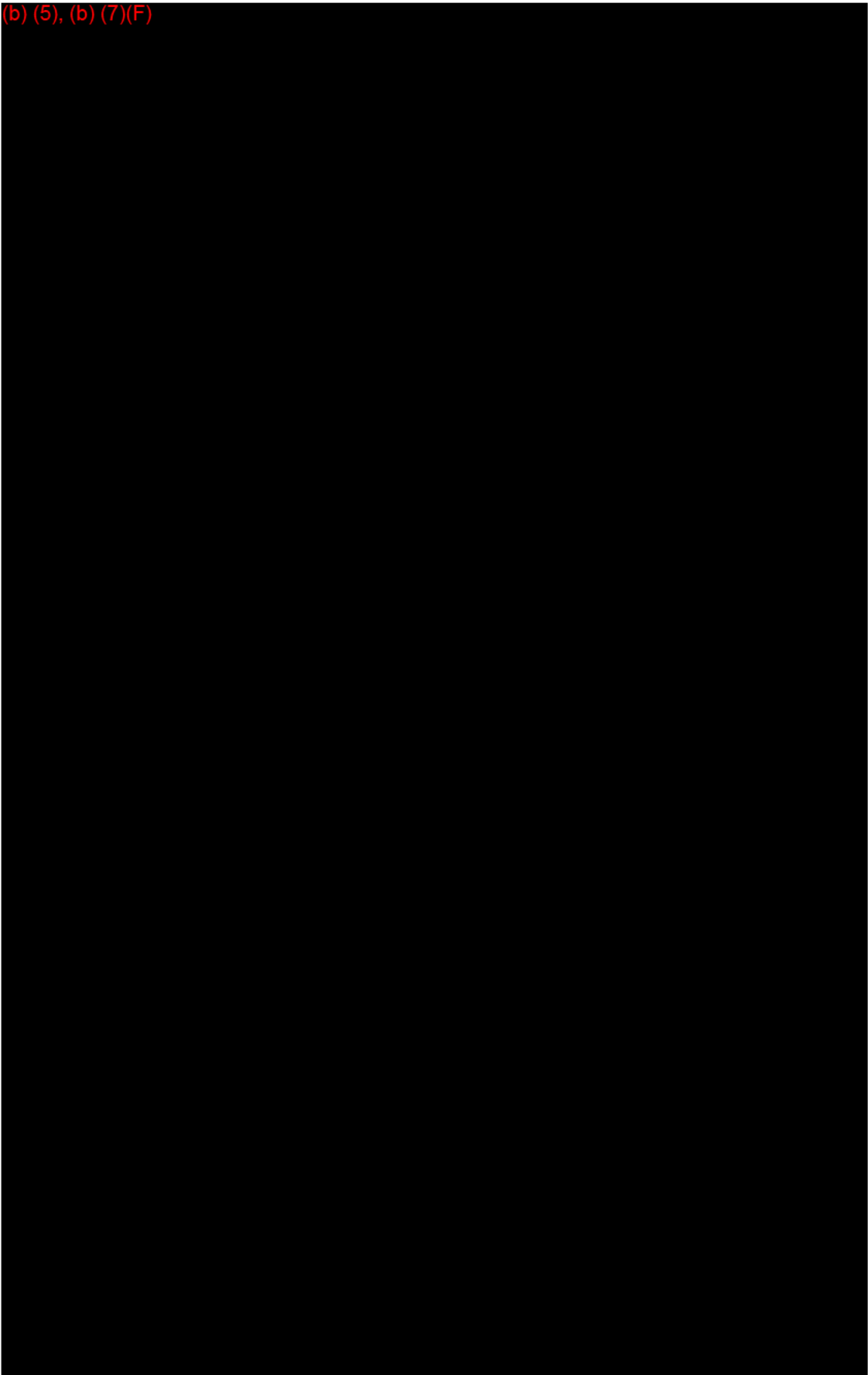


Blocking Plan

April 10, 2017

Exhibit A - Floor Plans

(b) (5), (b) (7)(F)



The Tower Building @ Tower Oaks

Lobby Level

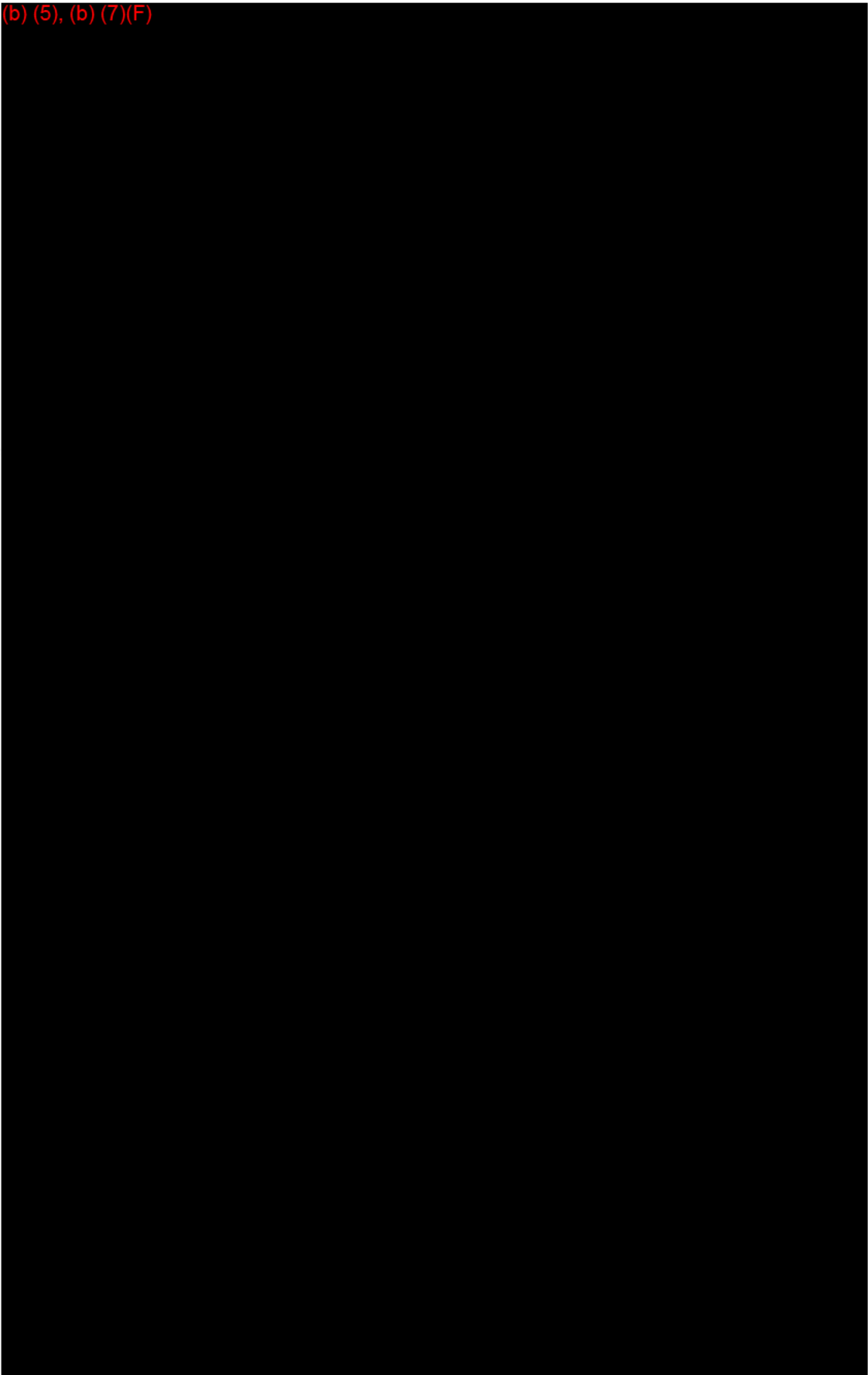


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Initials: Less

Exhibit A - Floor Plans

(b) (5), (b) (7)(F)



The Tower Building @ Tower Oaks

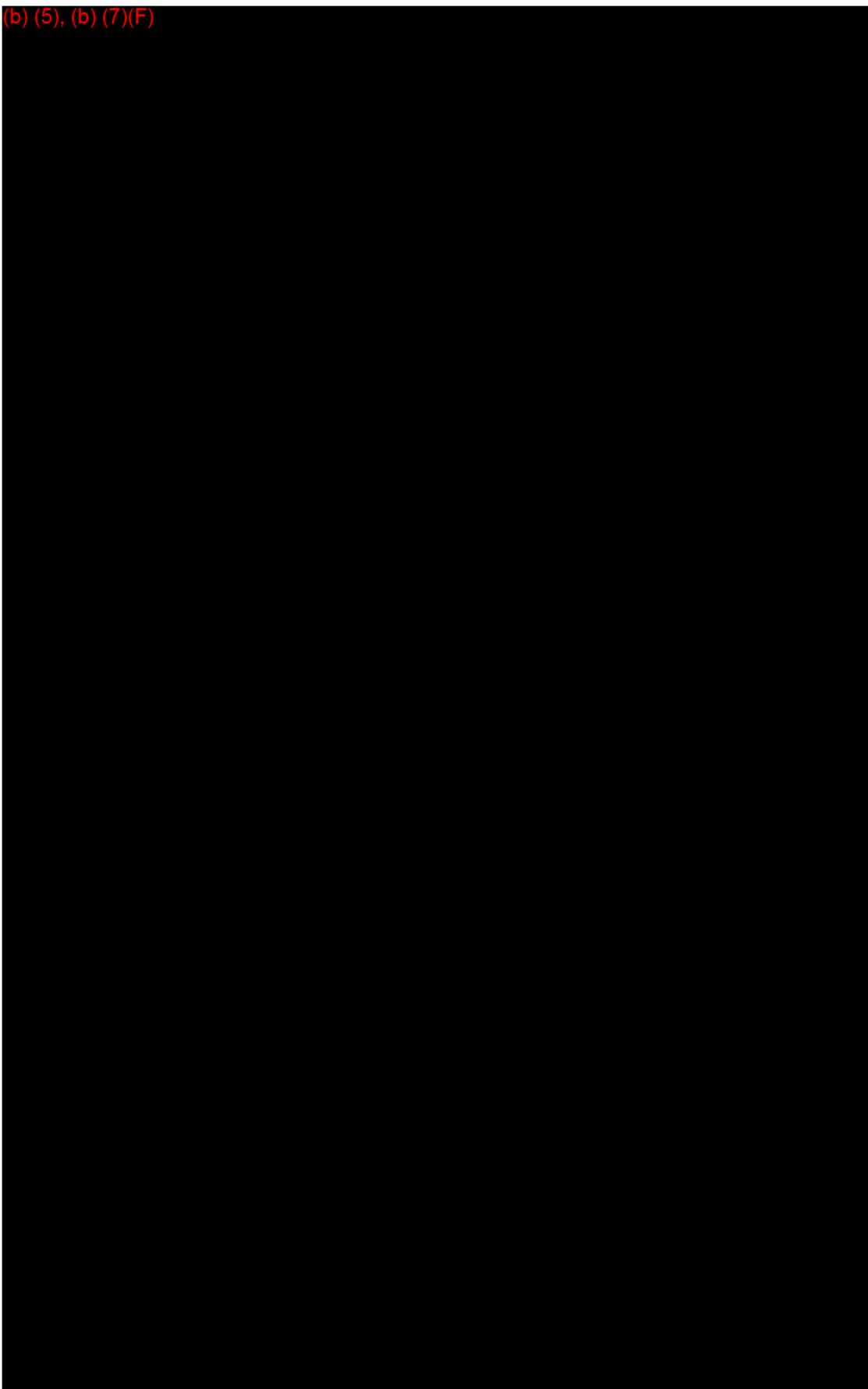
2nd Floor



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Exhibit A - Floor Plans

(b) (5), (b) (7)(F)



The Tower Building @ Tower Oaks

3rd Floor



(b) (6)

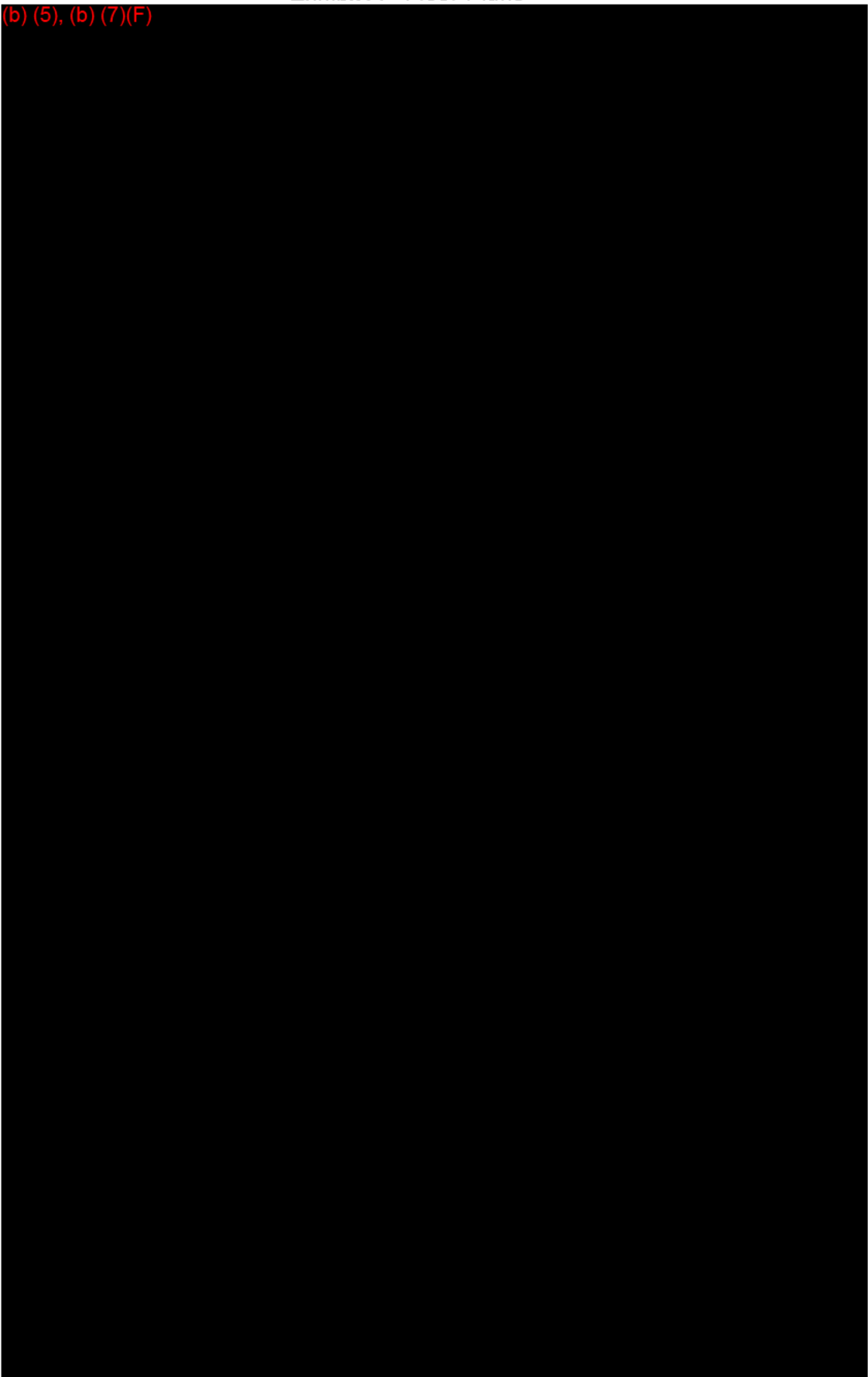
Initials: Lessor

Blocking Plan

April 10, 2017

Exhibit A - Floor Plans

(b) (5), (b) (7)(F)



The Tower Building @ Tower Oaks

4th Floor

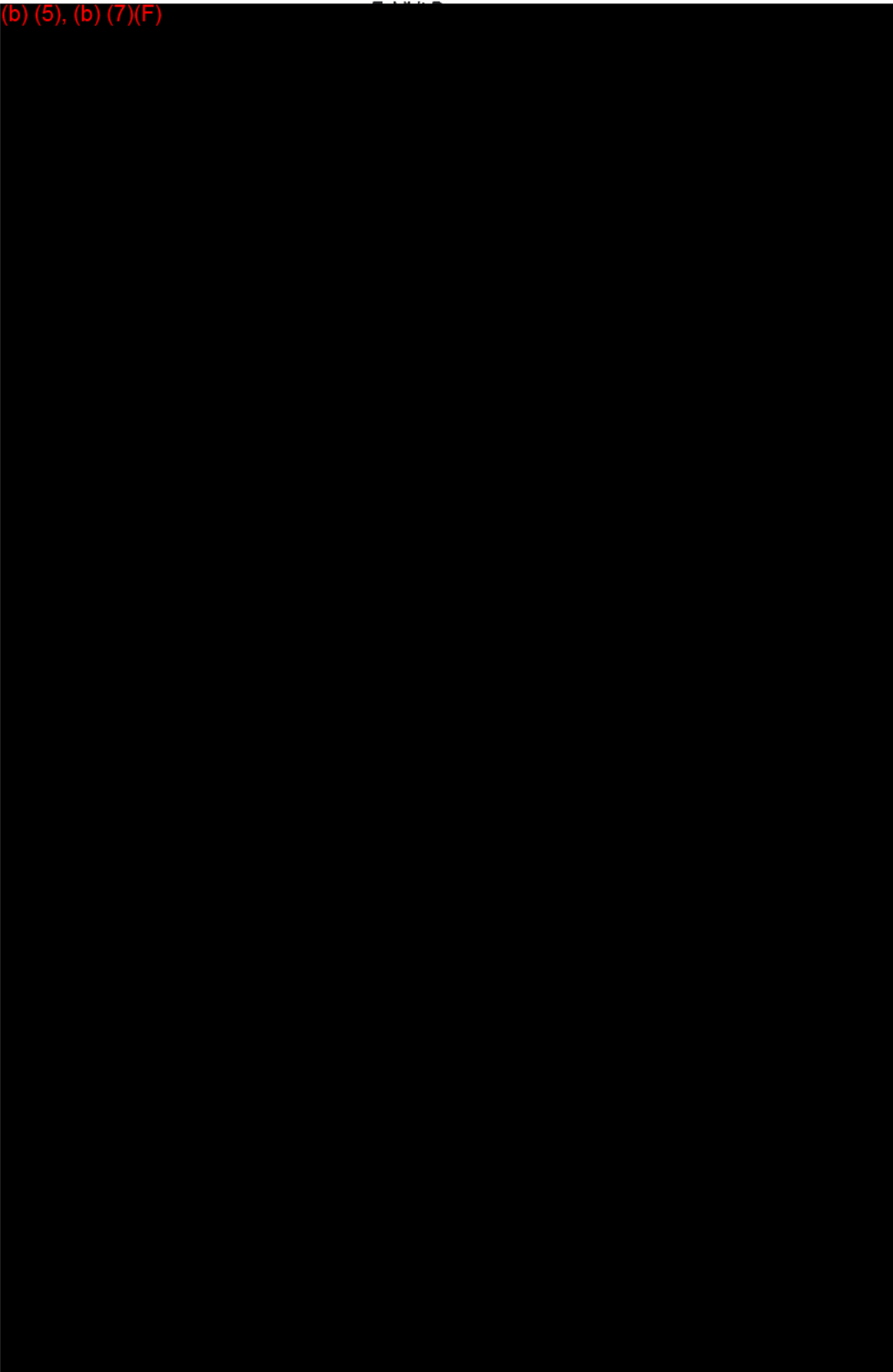
17-0410_2625 Blocking OA.dwg



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Initials: Lesson

P-3 Parking Level



(b) (5), (b) (7)(F)

The Tower Building @ Tower Oaks
CITY OF ROCKVILLE, MARYLAND
Parking Garage

KISHIMOTO, GORDON PC, Architecture
1411 DOWNEY ROAD, SUITE 200
ROCKVILLE, MARYLAND 20850
VOICE: 301.281.7100 FAX: 301.281.7101

<p>NOT TO SCALE FOR INFORMATION ONLY DO NOT CONSIDER THIS DRAWING FOR CONSTRUCTION PURPOSES UNLESS SPECIFICALLY NOTED OTHERWISE</p>	<p>CONSULTANT</p>	<p>DESIGNED BY KISHIMOTO, GORDON PC</p>	<p>DATE 1/16/10</p>	<p>PROJECT NUMBER 10000000000000000000</p>
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<p>DATE 1/16/10</p>	<p>PROJECT NUMBER 10000000000000000000</p>
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THE TOWER COMPANY
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generators serving the leased space as an additional cost billed directly to and paid by the Government outside of the annual rent and the operating cost base. This preventive maintenance service will include inspection, cleaning, filter replacement, any other manufacturer-recommended preventive maintenance, and such other maintenance as the Government may specify from time to time. Repairs, parts, major component replacement or any full unit replacement not covered by the preventive maintenance service agreements will be charged to the Government in addition to the above preventive maintenance services. The allowable cost of the preventive maintenance and any other repairs, parts or replacements covered by this paragraph shall be determined in the same manner as pricing for tenant improvements is determined under Lease Clause 4.03 and shall not include any Lessor markup. Notwithstanding the foregoing, the Government's obligation to pay for such work shall be subject to availability of funding. Accordingly, the Lessor shall not proceed with any such work until it has requested and obtained from the Government evidence that funding is available for the applicable fiscal year or other relevant period.

5. **Enhanced Floor Loads:** At the Government's cost, at least 5% of floor area on each floor must be capable of or be improved to meet a minimum live load capacity of 150 lbs/sf. This space should preferably be located adjacent to the core. In addition a further 2,835 ABOASF of floor space must be capable of or be improved to meet a minimum live load capacity of 200 lbs/sf for a high density filing requirement.

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SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

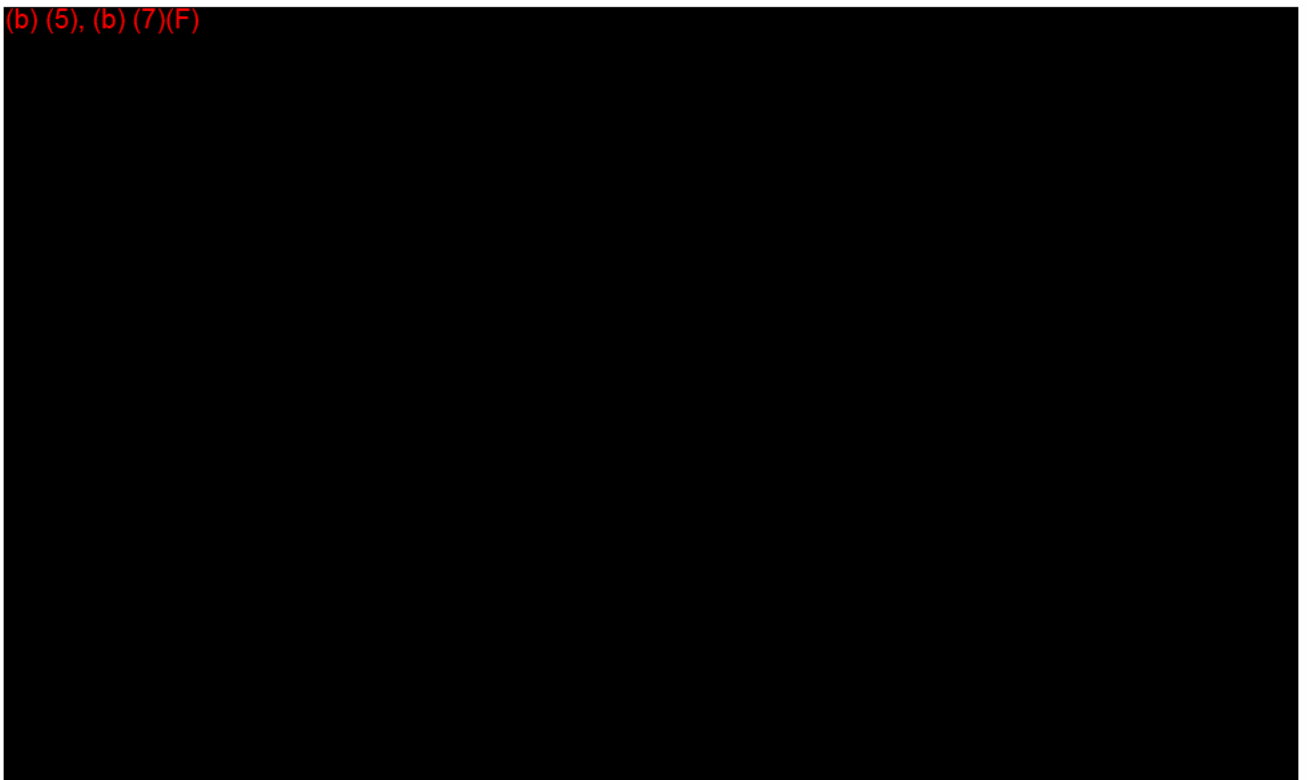
DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

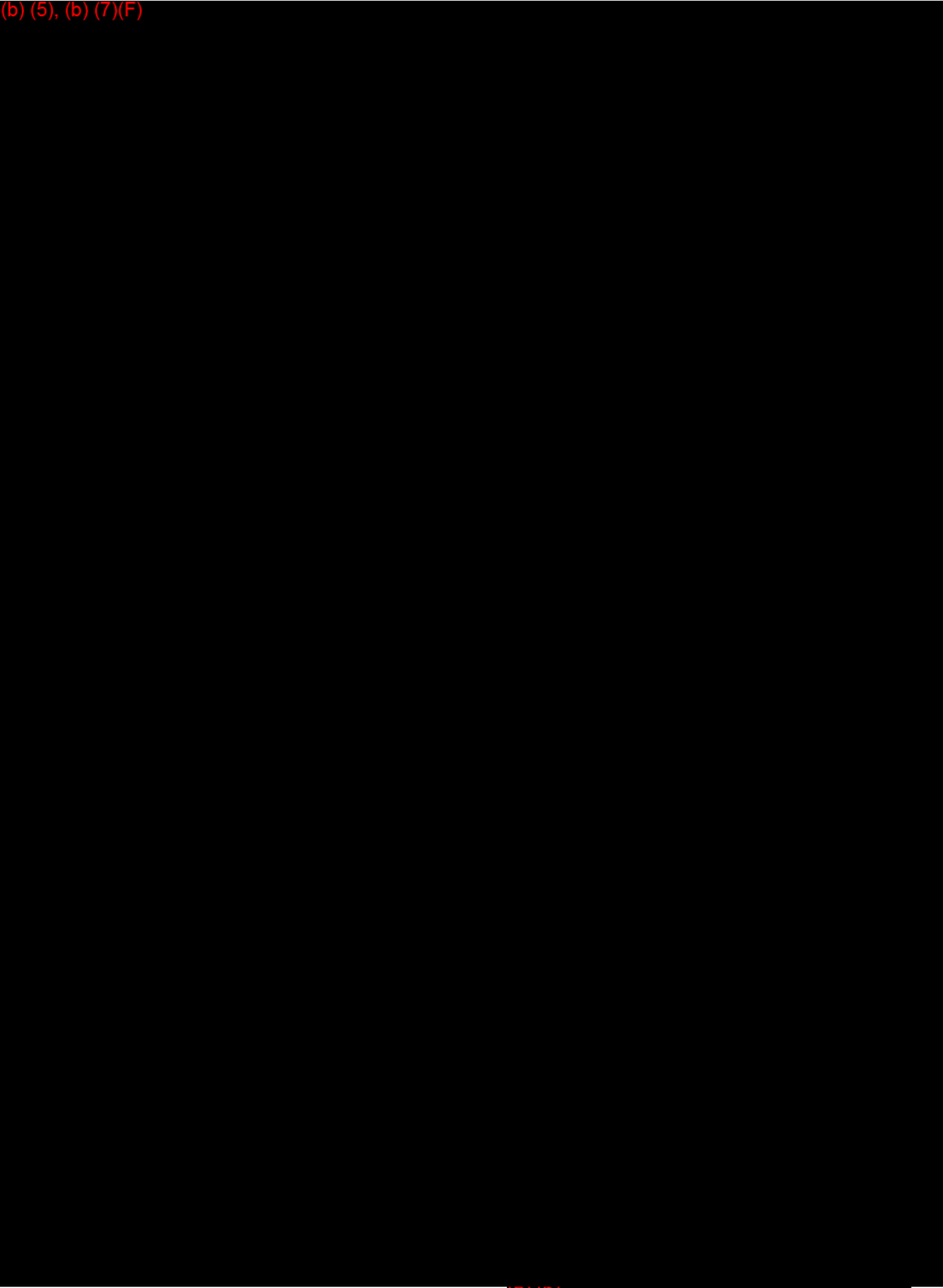
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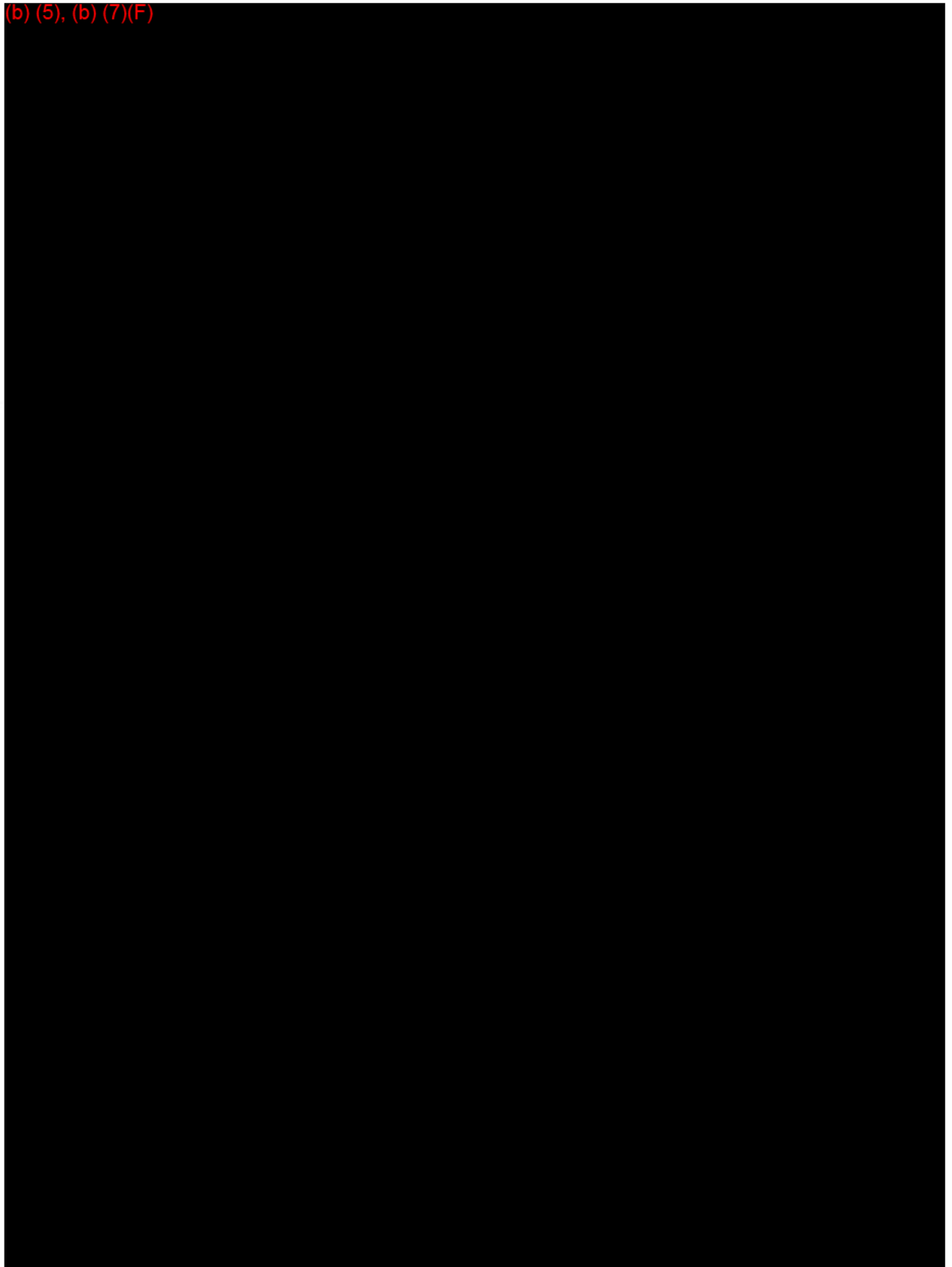


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Exhibit C

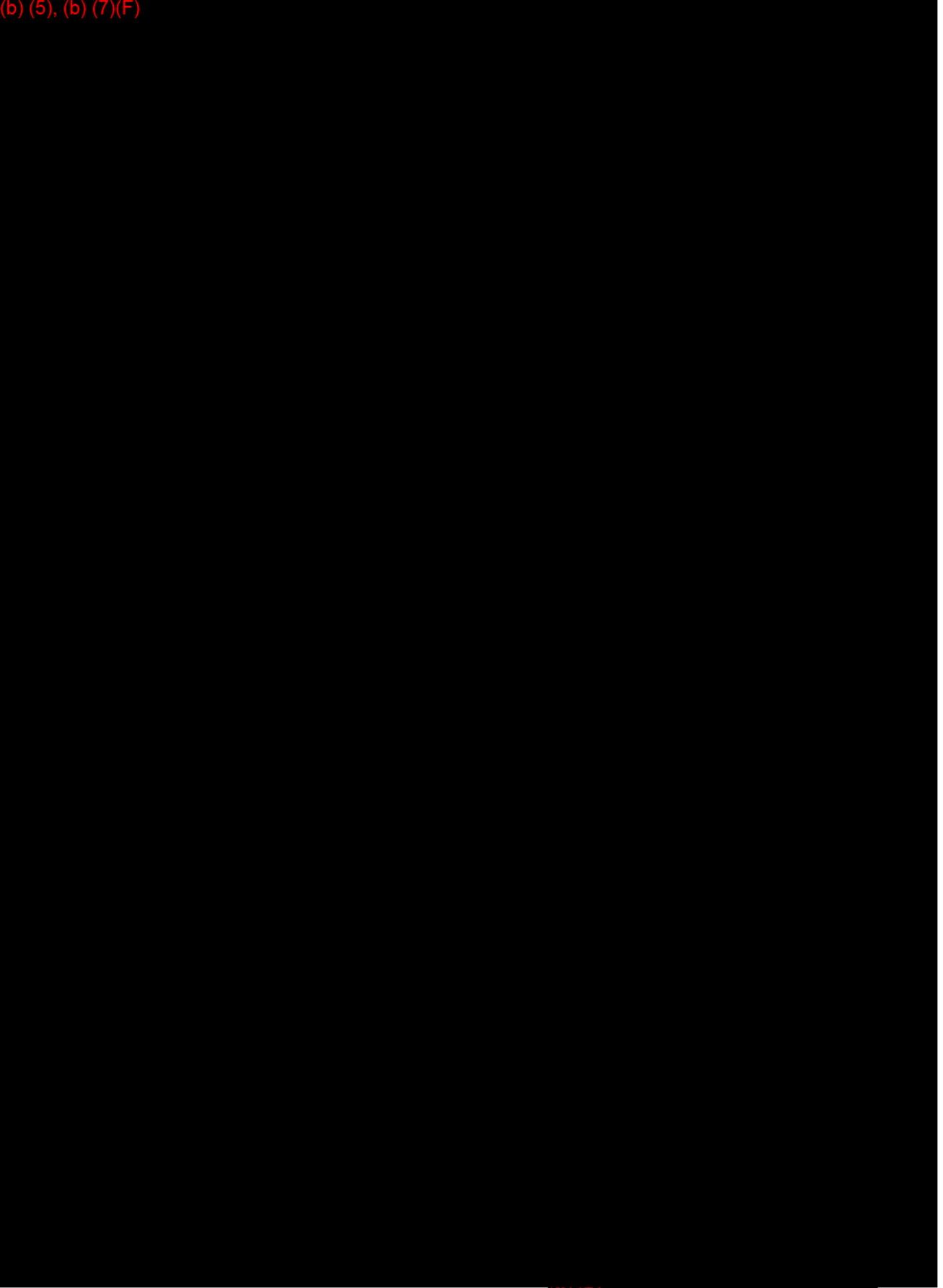
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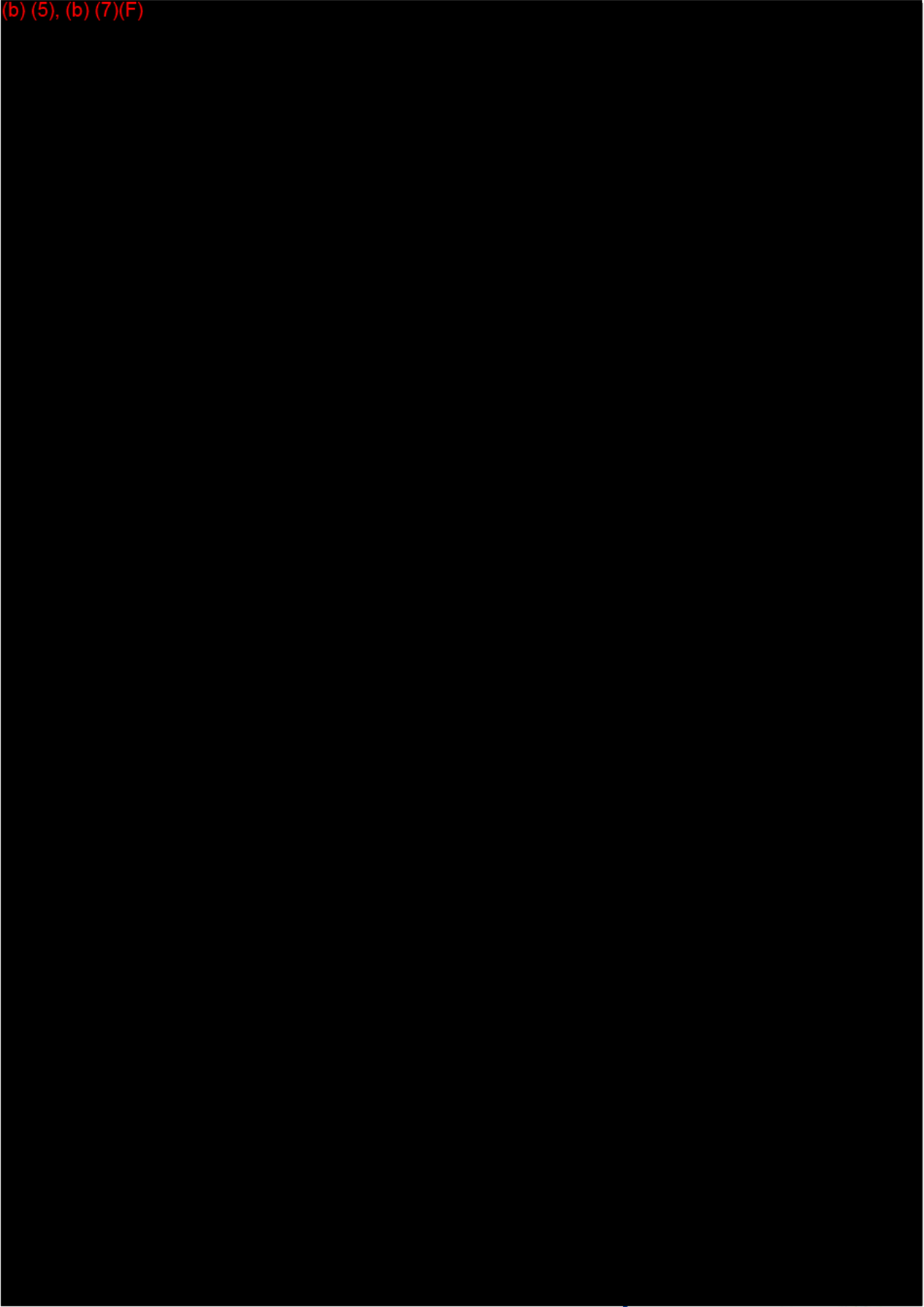


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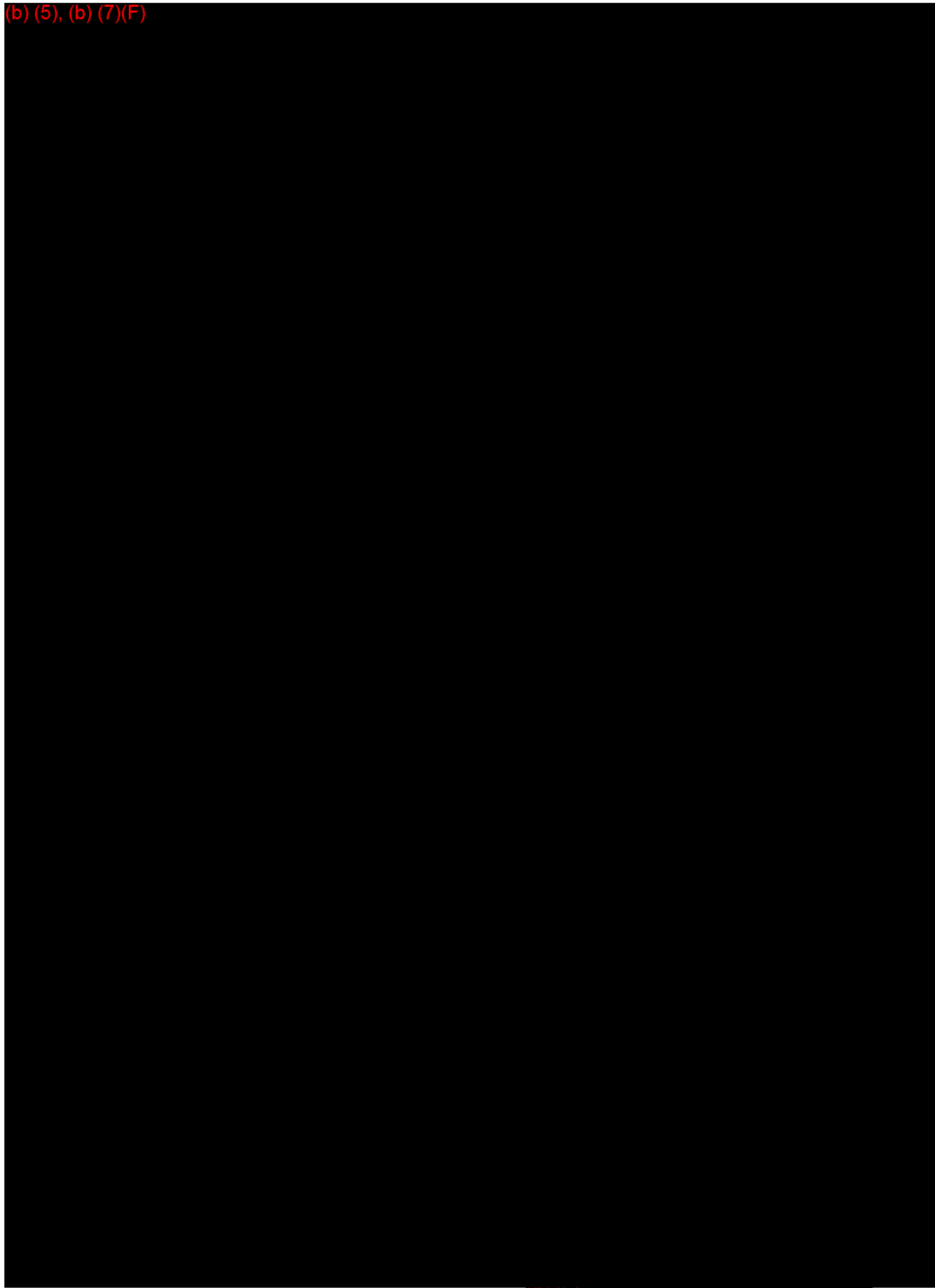
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(b) (5)



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(b) (6)



Exhibit E

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH
			DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST
			WHEN SUBCONTRACTING WITH CONTRACTORS
			DEBARRED, SUSPENDED, OR PROPOSED FOR
			DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR
			PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING
			PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND
			FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS:

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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) (6)

INITIALS

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

(b) (6)

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11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 20126)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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INITIALS:

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(b) (6)

INITIALS:

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

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INITIALS:

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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INITIALS:

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30

PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(b) (6)

INITIALS:

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(b) (6)

INITIALS: 

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

INITIALS

(b) (6)

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

(b) (6)

INITIALS:

41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
47. **552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

INITIALS:

(b) (6)

Exhibit F

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number 5MD0284	Dated 9/28/17
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- ☒ Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

(b) (6)

Exhibit F

- have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS NUMBER

(a) Enter number: 039589416

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Tower Dawson, LLC By: Tower MD Holdings, LLC 2000 Tower Oaks Blvd. 9 th Floor Rockville, MD 20852 (b) (6) Signature	TELEPHONE NUMBER (301) 984-7000 9/28/17 Date
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(b) (6)

Exhibit G

The Tower Building • 1101 Wootton Parkway



Renovation Plan

The Offeror proposes to consolidate Government within the Building. Currently, the tenant occupies non-contiguous space on six floors under two leases totaling 101,057 ABOA SF. This Offer is for 75,845 ABOA SF of contiguous space on five floors. The enclosed Test Fit illustrates the opportunity for the Government to meet its utilization rate target in a highly efficient and flexible layout with optimal daylighting. The Tower Building can readily accommodate 100% of the Program of Requirements while meeting all of the adjacency requirements of the tenant agency. The Offeror recognizes that the POR may not be a finalized document and actual amount of space leased may be adjusted depending on the design needs of the tenant.

Proposed HHS Stacking Plan		
Floor	RSF	BOASF
10	0	0
9	0	0
8	0	0
7	0	0
6	0	0
5	0	0
4 (P)	9,098	8,027
3 (F)	25,139	22,178
2 (F)	22,854	20,162
Plaza (F)	22,145	19,537
LL (P)	6,734	5,941
TOTAL	85,970	75,845

Tenant Improvement Phasing

The Offeror proposes this TI construction be completed in two phases. The Offeror has observed that certain areas of the existing leased premises are underutilized and while the tenant may elect to compress within its existing leased footprint to increase the size of the proposed first phase, the Offeror's Renovation Plan is not contingent upon the tenant doing so.

Phase 1

The entire 3rd Floor, measuring 22,178 ABOA SF, and a portion of the 4th Floor, measuring approximately 10,579 ABOA SF, are vacant and immediately available for tenant improvement construction. The entire 3rd Floor and a portion of the 4th Floor vacancy, together yielding approximately 30,205 ABOA SF are proposed to constitute Phase 1 of the renovation of the Government's space. The enclosed Test Fit and associated Space Counts indicate that 42% of HHS staff can move into the new leased premises constructed in Phase 1.

To demonstrate that this approach is achievable, the planned utilization rate of 169 USF per person for Phase 1 would accommodate 177 people, which is very close to the existing seat-count estimate of 178 in the existing layout of the Lower Level, Plaza and 2nd Floor combined. Upon completion of Phase 1, the HHS staff from the Lower Level, Plaza and 2nd Floor can relocate into

Initial Proposal
RLP No. 5MD0284



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the newly renovated portion of the leased premises, thereby opening up the lower floors for Phase 2 TI construction.

Phase 2

The Lessor will renovate the 45,640 ABOA SF of office space vacated by HHS upon completion of Phase 1. The preliminary Test Fit shows this Phase 2 area accommodating up to 271 staff. The staff currently located in 54,032 ABOA SF on the 5th, 6th and 7th Floors would move into the completed Phase 2 premises upon completion.

The Lessor's preliminary Test Fit and Construction Schedule demonstrate that this Renovation Plan is achievable within the Building and within the time frames allotted by the Government in the Construction Schedule set forth in the Lease Form L100. The Offeror does not anticipate that any HHS employees would be obligated to move more than once within the Building.

As further evidence that The Tower Building's floor plan is highly flexible and ideal for the HHS' proposed layout, the preliminary Test Fit shows full compliance with the POR while allowing for enough flexibility to accommodate 24 additional, non-programmed workstations throughout the space. The Lessor's architect, DBI, has an unparalleled level of familiarity with The Tower Building, having performed the original TI design work for the current GSA leases and many other tenant suites within the Building, ensuring a high level of accuracy and accountability during the design and buildout process.

**Requirements Development
and Workplace Strategy Services
for
US Department of Health and Human Services
Office of the Assistant Secretary for Health (HHS/OASH)
Rockville, MD**



**Program of Requirements (POR)
Final Submission**

July 19, 2017

Metropolitan Architects and Planners, Inc.

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1. Executive Summary

The Offices of the Assistant Secretary for Health (OASH) of US Department of Health and Human Services (HHS) are located at 1101 Wootton Parkway in Rockville Maryland. The leases for this facility will expire in August of 2018. The General Services Administration (GSA) is planning to solicit proposals to procure a new lease. This document, Program of Requirements (POR), describes the spatial, functional and technical requirements for the OASH. The POR, along with GSA's Standard Request for Lease Proposal (RLP) and Standard Lease documents will serve as the basis for acquiring new office space.

The new space would reflect the mission and functional requirements of OASH through building design, tenant fit-out, construction, and operations. In addition, the building shall meet or exceed the security criteria established in the RLP and associated lease documents.

US Department of Health and Human Services (HHS) mission is to enhance the health and well-being of Americans by providing for effective health and human services and by fostering sound, sustained advances in the sciences underlying medicine, public health, and social services.

The Office of the Assistant Secretary for Health (OASH) plays a key role within HHS in developing policy recommendations as they pertain to public health issues that cut across HHS agencies and operating divisions. The core public health offices under the Assistant Secretary for Health are cornerstones for delivery of public health services such as vaccine programs, disease prevention, adolescent health and fitness. The advisory committees provide guidance and recommendations on focused topics to assist the core offices.

OASH oversees 12 core public health offices including the Office of the Surgeon General and the U.S. Public Health Service Commissioned Corps. OASH also has 10 regional health offices across the nation and 10 presidential and secretarial advisory committees.

The Government Policies and mandates require that in the long term all agencies optimize their real estate holdings and improve economic performance. To that effect HHS has developed its spatial guidelines that provide recommended standards for its personnel and support functions. This POR is based on application of these standards over the staffing levels obtained from OASH and the provision of support spaces based on functional assessment.

Based on the application of HHS guidelines, OASH requires approximately 72,207 ANSI BOMA Office Area (ABOA) usable square feet (usf) to meet its spatial requirements and provide office and support spaces for its 424 -person workforce (see Exhibit 1). The government is seeking a maximum of 86,648 rentable square feet (rsf) in a leased building.

As part of the ABOA usf of OASH the building lobby shall provide a designated area for a guard post which includes a desk or podium for an armed guard that OASH will contract through FPS. In addition, the facility shall provide OASH access to the loading dock.

About 47,860 ABOA usf of space will be allocated to OASH Offices/Programs and will include the primary office space (enclosed offices and workstations) and support and mission elements specific to each organization (distributed filing areas, file rooms and high density file rooms, libraries, etc.). An additional 15,420 ABOA usf is allocated to distributed floor support which includes support space shared by the occupants of each floor (break rooms, conference rooms, central floor copy/print, LAN rooms, etc.)



Exhibit 1: Summary Table of Space Requirements

All areas shown are ABOA usf.

Acronym / Office Name		Pers. ¹	Personnel Spaces	Program Support	Mission Support	Subtotal	Circulation ²	Total Area
DCCPR	Commission Corps	129	7,010	548	1,550	9,108	4,554	13,661
OAH	Office of Adolescent Health	28	1,730	119	0	1,849	924	2,773
ODPHP	Office of Disease Prevention and Health Promotion	31	1,890	132	0	2,022	1,011	3,032
OGM	Office of Grants Management	15	1,014	64	400	1,478	739	2,217
OHRP	Office of Human Research Protection	35	2,106	149	650	2,905	1,452	4,357
OMH	Office of Minority Health	58	3,278	246	800	4,324	2,162	6,486
OPA	Office of Population Affairs	29	1,986	123	0	2,109	1,055	3,164
ORI	Office of Research Integrity	36	1,906	153	1,250	3,309	1,654	4,963
OSG	Office of the Surgeon General	14	980	59	0	1,039	520	1,559
OWH	Office on Women's Health	1	48	4	0	52	26	78
PCFSN	Presidents Council Sports Fitness and Nutrition	11	722	47	0	769	384	1,153
EXO	Executive Office	11	736	47	150	933	466	1,399
ARC	Administrative Resource Center	13	918	55	0	973	487	1,460
BUDGET	Budget Office	13	984	55	0	1,039	520	1,559
Floor Support						10,280	5,140	15,420
Central Functions						5,300	2,650	7,950
Miscellaneous						650	325	975
		424	25,308	1,800	4,800	48,138	24,069	72,207

1. Includes federal employees, fellows, contractors, interns and others.

2. Circulation has been calculated using a circulation multiplier (CM) of 50%.

Overall Utilization Rate: 170

Some numbers on this table and subsequent tables in this document are rounded; therefore, small discrepancies may occur.



The remaining space of about 8,925 ABOA usf comprises central functions that will be used by all of OASH organizations and may have infrastructure as well base-building design implications. These include spaces such as the Conference and Training Center, IT/server room, central conference, general storage, etc. A miscellaneous allowance has also been included to allow for base-building impacts that may alter planned space allocations.

The offered space shall enable an efficient functional relationship among all parts. There shall be a clear and logical path of material delivery through the building from receiving to distribution (mail and package screening is expected to be done at an off-site facility, before they arrive). Commonly used support-type spaces like copy rooms and break areas shall be located in such a way that they are easily accessed by both staff and service employees. In this document, unless otherwise noted, all square footages shown are referred to as ABOA usf.



2. OASH Organization

2.1 Background and Mission

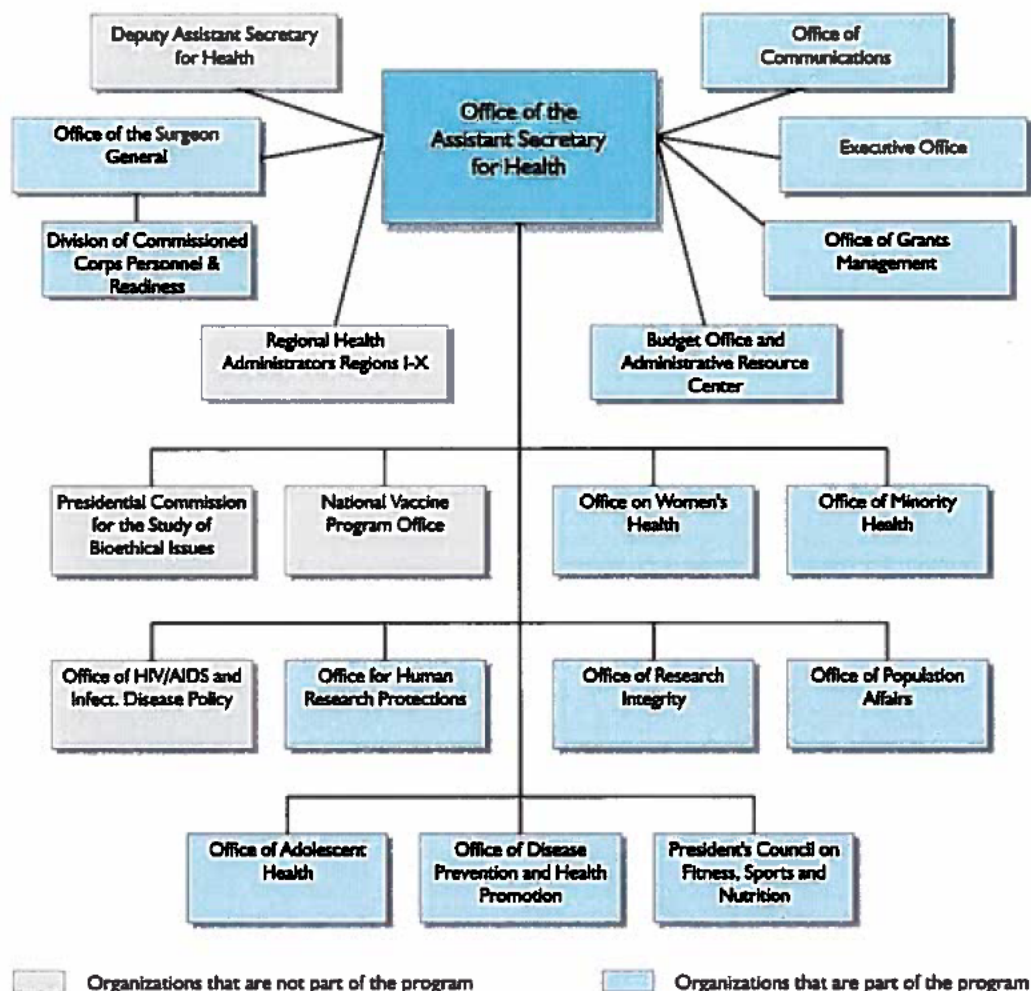
The mission of the U.S. Department of Health and Human Services (HHS) is to enhance the health and well-being of Americans by providing for effective health and human services and by fostering sound, sustained advances in the sciences underlying medicine, public health, and social services.

The Office of the Assistant Secretary for Health (OASH) plays a key role within HHS and its leaders are dedicated to developing policy recommendations as they pertain to public health issues that cut across HHS agencies and operating divisions.

The core public health offices under the Assistant Secretary for Health are cornerstones for delivery of public health services such as vaccine programs, disease prevention, adolescent health and fitness. The advisory committees provide guidance and recommendations on focused topics to assist the core offices (see Exhibit 2).

2.2 Organization of OASH

Exhibit 2: Organization of OASH¹



¹ <http://www.hhs.gov/ash/about-ash/organizational-chart/index.html>



OASH oversees 12 core public health offices including the Office of the Surgeon General and the U.S. Public Health Service Commissioned Corps. OASH also has 10 regional health offices across the nation and 10 presidential and secretarial advisory committees.

The following describes the missions and functions of OASH's components.

2.2.1 Office of the Surgeon General (OSG)

The office provides advice and support to the Surgeon General on issues relating to public health and represents the Secretary and the Assistant Secretary for Health on topics addressing public health practice. In addition, the Immediate Office of the Surgeon General supervises Public Health Service Commissioned Corps activities and advises the Assistant Secretary for Health on policies required for efficient management of the Commissioned Corps and on matters pertaining to military and veterans affairs.¹

Division of Commissioned Corps Personnel & Readiness (OSG/DCCPR)

The division provides management of all Commissioned Corps personnel policies and directives related to operations, personnel, training, readiness, assignment, deployment, promotion, and retirement. DCCPR maintains officer payroll and records, manages officer medical records and evaluations, and handles recruitment, calls to active duty, Commissioned Corps boards, and personnel orders. The division oversees the performance, discipline and conduct of commissioned officers, develops and implements policies and regulations, and is responsible for all readiness and response operations for a Corps of more than 6,700 officers that report directly to the OSG.¹

2.2.2 Office of Adolescent Health (OAH)

The Office of Adolescent Health (OAH) is dedicated to improving the health and well-being of adolescents. OAH leads through promoting strength-based approaches, bolstering multi-sector engagement, and bringing in youth voices to support healthy development and transitions to productive adulthood. Authorized by the Public Health Service (PHS) Act, OAH supports research, services, prevention and health promotion activities, training, education, partnership engagement, national planning, and information dissemination activities.

2.2.3 Office of Disease Prevention and Health Promotion (ODPHP)

The Office of Disease Prevention and Health Promotion leads and mobilizes actions to improve health by establishing national health priorities and translating disease prevention and health promotion science into policy, guidance, and tools for a healthier nation.

2.2.4 Office for Human Research Protections (OHRP)

The Office for Human Research Protections (OHRP) provides leadership in the protection of the rights, welfare, and wellbeing of subjects involved in research conducted or supported by the U.S. Department of Health and Human Services. OHRP helps ensure this by providing clarification and guidance, developing educational programs and materials, maintaining regulatory oversight, and providing advice on ethical and regulatory issues in biomedical and social-behavioral research.

2.2.5 Office of Minority Health (OMH)

The Office of Minority Health is dedicated to improving the health of racial and ethnic minority populations through the development of health policies and programs that will help eliminate health disparities.

¹ <https://www.surgeongeneral.gov/about/duties/index.html>



2.2.6 Office of Population Affairs (OPA)

The Office of Population Affairs (OPA) serves as the focal point to advise the Secretary and the Assistant Secretary for Health on a wide range of reproductive health topics, including adolescent pregnancy, family planning, and sterilization, as well as other population issues.

2.2.7 Office of Research Integrity (ORI)

The mission of the Office of Research Integrity is to provide oversight of research misconduct investigations at PHS-funded institutions, and to promote research integrity through education and outreach.

2.2.8 President's Council on Fitness, Sports, and Nutrition (PCFSN)

The PCFSN's mission is to engage, educate, and empower all Americans to adopt a healthy lifestyle that includes regular physical activity and good nutrition.

2.2.9 Office on Women's Health (OWH)

The U.S. Department of Health and Human Services (HHS) Office on Women's Health (OWH) was established in 1991 to improve the health of U.S. women by advancing and coordinating a comprehensive women's health agenda. OWH's mission is to provide national leadership and coordination to improve the health of women and girls through policy, education, and model programs.¹

These organizations report directly to the Assistant Secretary for Health and provide support to the entire OASH organization:

2.2.10 Office of Grants Management (OGM)

Office of Grants Management Office is responsible for ensuring OASH's adherence to the requirements of HHS grants administration regulations and policies. OGM oversees the OASH grants management process for OASH program offices including announcing opportunities, processing applications, awarding grants, monitoring grantee performance, and closing out expired grants. OGM is the official communication contact with all grantee and maintains the official grant files.

2.2.11 Executive Office (EXO)

2.2.12 Administrative Resource Center (ARC)

2.2.13 Budget Office (BUDGET)

To provide the program offices with guidance on executing federal funds provided to them by interpreting the law (appropriations laws), rules and regulations. In addition, serve as a liaison for the program offices, finance office, to ensure all federal funds are managed/used as intended.

2.3 Space Planning Approach

The following space planning principles are recommended for a flexible and efficient OASH workplace:

¹ <https://www.womenshealth.gov/about-us/who-we-are/vision-mission-goals-and-history>



- **Design to Accommodate Change** - The design must allow for flexibility and universality in planning of the office areas. The organization of office floors shall be based on a generic concept that can be easily repeated. The spatial planning must offer the fluidity for organizational components to grow and contract as OASH function and mission evolves, without the need for major renovation/construction. The design should also establish efficient and easily perceived horizontal and vertical circulation system(s) that would not be affected by organizational changes.
- **Develop a regular pattern for the arrangement of services, offices and work areas** that are adaptable to evolving mission and functions.
- **Place private offices and support elements on the interior**, minimizing their placement on the window walls.
- **Distribute common use spaces** such as copy/print rooms, break rooms, etc. equitably and evenly to ensure convenient access for all users. It is preferable for these spaces to be vertically stacked and directly exhausted to ensure good air quality.
- **Anticipate changes and upgrades.** For example, a conference room can potentially be equipped with video conferencing capabilities if the supporting infrastructure is already built in, and equipment can be added when the budget allows.
- **Create a simple pattern of circulation** that helps people with orientation and wayfinding.

2.4 Integration with the Standard RLP and Lease Documents

The Program of Requirements (POR) and the Request for Lease Proposals (RLP) form the procurement package. The RLP contains the contractual requirements; the "area of consideration"; general terms and conditions; construction standards for shell and tenant interior components; the design construction and post award activities; and utility, operations and maintenance obligations of the successful offeror.

The POR contains OASH spatial and organizational requirements, space distribution standards, technical requirements for OASH's above-standards spaces, and key functional and adjacency requirements.

While care has been exercised to ensure minimization of conflicts between the two documents, in situations where clarification is needed, the more strict provisions within the two documents, contingent on final approval of the government designated contracting officer, will govern.

2.5 Abbreviations and Acronyms

A. This document uses the abbreviations listed below:

ADA	Americans with Disabilities Act
A/V	Audio-Video or Audio-Visual
CCTV	Closed-Circuit Television
CFR	Code of Federal Regulations
COOP	Continuity of Operations
POR	Program of Requirements
CRAC	Computer Room Air Conditioners
CRAH	Computer Room Air Handler



EO	Executive Order
EPO	Emergency Power Off
FOIA	Freedom of Information Act
HD	High Density
HEPA	High-Efficiency Particulate Air
HSPD	Homeland Security Presidential Directive
HVAC	Heating, Ventilating and Air-Conditioning
IBC	International Building Code
ID&C	Interior Design and Construction
IDF	Intermediate Distribution Framework
LAN	Local Area Network
LED	Light Emitting Diode
LEED	Leadership in Energy & Environmental Design
MC	Mail Center
MFP	Multifunctional Printer
NEC	National Electrical Code
NRC	Noise Reduction Coefficient
PDU	Power Distribution Unit
RLP	Request for Lease Proposals
RSF	Rentable Square Feet
SF	Square Feet
STC	Sound Transmission Coefficient
TBD	To Be Determined
UPS	Uninterruptible Power Supply
VoIP	Voice over Internet Protocol
VTC	Video Tele-Conference

B. Organizational acronyms used in this document include:

ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
BICSI	Building Industry Consulting Service International
BOMA	Building Owners and Managers Association
DHS	Department of Homeland Security
HHS	Health and Human Services
EIA	Electronic Industries Alliance



FEPA	Fair Employment Practices Agency
FPS	Federal Protective Service
GSA	General Services Administration
ISC	Interagency Security Committee
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
TERO	Tribal Employment Rights Office
TIA	Telecommunications Industry Association
USGBC	US Green Building Council

C. OASH Office and Division acronyms:

OSG	Office of the Surgeon General
DCCPR	Division of Commissioned Corps Personnel & Readiness
OMH	Office of Minority Health
OHRP	Office for Human Research Protections
ORI	Office of Research Integrity
OAH	Office of Adolescent Health
ODPHP	Office of Disease Prevention and Health Promotion
OPA	Office of Population Affairs
PCFSN	President's Council on Fitness, Sports, and Nutrition
GRANTS	OASH Grants Management Office
BUDGET	OASH Budget Office
ARC	Rockville Administrative Resource Center
EXO	Executive Office
OWH	Office on Women's Health

2.6 Applicable Codes, Regulations and Standards

The following is a list of the key applicable codes, regulations and standards applicable to this project. Where conflicts exist, either the most stringent shall be followed, or the Contracting Officer shall make a determination.

- Building Codes
 - Accessibility – COMAR .05.02.02, ADAAG & FHAG
 - Building – International Building Code 2015 and Maryland Building Rehabilitation Code
 - Commercial Fuel Gas – International Fuel Gas Code 2015
 - Electrical – National Electrical Code (NFPA 70) 2014
 - Energy Conservation - International Energy Conservation Code 2015
 - Fire Alarm – National Fire Alarm and Signaling Handbook (NFPA 72) 2013



- Life Safety – Life Safety Code (NFPA 1 and NFPA 101) 2015
- Plumbing & Gas – WSSC Plumbing Code
- Commercial Sprinkler (NFPA13 and 13R) 2013
- ANSI - American National Standards Institute Standards
- U.S. Department of Labor Occupational Safety and Health Standards
- ASHRAE 90.1 - 2016 Energy Standard for Buildings Except Low-Rise Residential Buildings.
- ASHRAE 62.1 - 2016 Ventilation for Acceptable Indoor Air Quality
- 40 CFR, Parts 262, 264, 265, and 281 (Current)
- Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10)
- Energy Independence and Security Act of 2007 (EISA 2007)
- Executive Order 13423 of January 24, 2007 - Strengthening Federal Environmental, Energy, and Transportation Management
- Executive Order 13514 of October 5, 2009 - Federal Leadership in Environmental, Energy, and Economic Performance
- Presidential Memorandum-Disposing of Unneeded Federal Real Estate (June 10, 2010)
- Office of Management and Budget Memorandum (M-12-12) Promoting Efficient Spending to Support Agency Operations (May 11, 2012)
- Executive Order 15334 of June 23, 2014 Enhancing Workplace Flexibilities and Work-Life Programs
- Energy Policy Act of 2005 (EPACT)
- Federal Leadership in High Performance and Sustainable Buildings Memorandum of Understanding (2006)
- High Performance and Sustainable Buildings Guidance (2008)
- Interagency Security Committee Standards (ISC)
- Justice Department Requirements (DOJ)
- Department of Homeland Security Requirements (DHS)





3. OASH Space Requirements

The HHS has established guidelines for all of its offices. The HHS Office Design Guidelines dated March 24, 2016 have been utilized to create the basis of OASH Space Requirements to the degree applicable. Information derived from questionnaires and surveys was used to recommend allocation for support and central functions.

The spatial requirements have been developed for five categories of spaces: Personnel Space; Office Support; Mission Support; Floor Distributed Support; and Central Functions. Within these categories, space has been allocated using standard sizes and allowances where appropriate. By standardizing space sizes and allocation, areas have been distributed equitably and evenly among the various organizational units. It is OASH's intention to maintain a standard distribution of space throughout the POR; however, it is recognized that after a building is procured, its form, floor plate configuration, bay sizes and planning modules will determine the actual provision of spaces.

The basis for the requirements within each category is provided below.

- **Personnel Space:** The net area requirement for employee workspaces is determined by applying the "HHS Office Design Guidelines" to the various categories of personnel in each organization. Section 3.1 provides these standards and the quantity of offices and workstations required (see Exhibits 3 - 5).
- **Office Support:** HHS guidelines also recommend allocation of support spaces for typical office environment—these include but are not limited to distributed filing, supply and storage rooms. Section 3.2 provides a narrative on the methodology used to generate this requirement (see Exhibits 6 and 7).
- **Mission Support:** These are spaces that are required to perform the mission of each organization. These include forensic rooms, file rooms, equipment rooms, etc. A large proportion of high density filing spaces are also part of mission support spaces and are provided based on questionnaires and surveys of various organizations. See Section 3.3 and Exhibit 7.
- **Floor Distributed Support:** Common Spaces (i.e., break rooms, copy rooms, shared meeting and collaboration rooms, LAN rooms, etc.) that are utilized by floor occupants and are not designated to an organization. It is preferable for these spaces to be vertically stacked to allow direct exhaust of air to preserve air quality. Without having plans available from a selected building, and not knowing the future capacity of a floor, this allocation has been based on a per employee basis. The actual size and number will be contingent upon floor plate size and capacity of the selected building. See Section 3.4 and Exhibit 8.
- **Central Functions:** Functions which are either utilized by all OASH organizations, require public access, have special security requirements, and have infrastructural implications fall in this category. These functions may be operated by specific organizations but are atypical and serve the larger populace rather than any one organization. Examples are Central Reception, Conference/Training Center, Wellness Room, and Mail Room etc. See Section 3.5 and Exhibit 9.

3.1 Personnel Space

The requirements for OASH Offices and workstations have been developed to provide space for 424 positions, which include on-board personnel as well as vacancies. Personnel space requirements, as described before, have been generated by applying the HHS Office Design Guidelines to personnel categories at the division/office level. The following exhibits provide the data on guidelines, personnel distribution by organization and the resultant personnel space requirements.



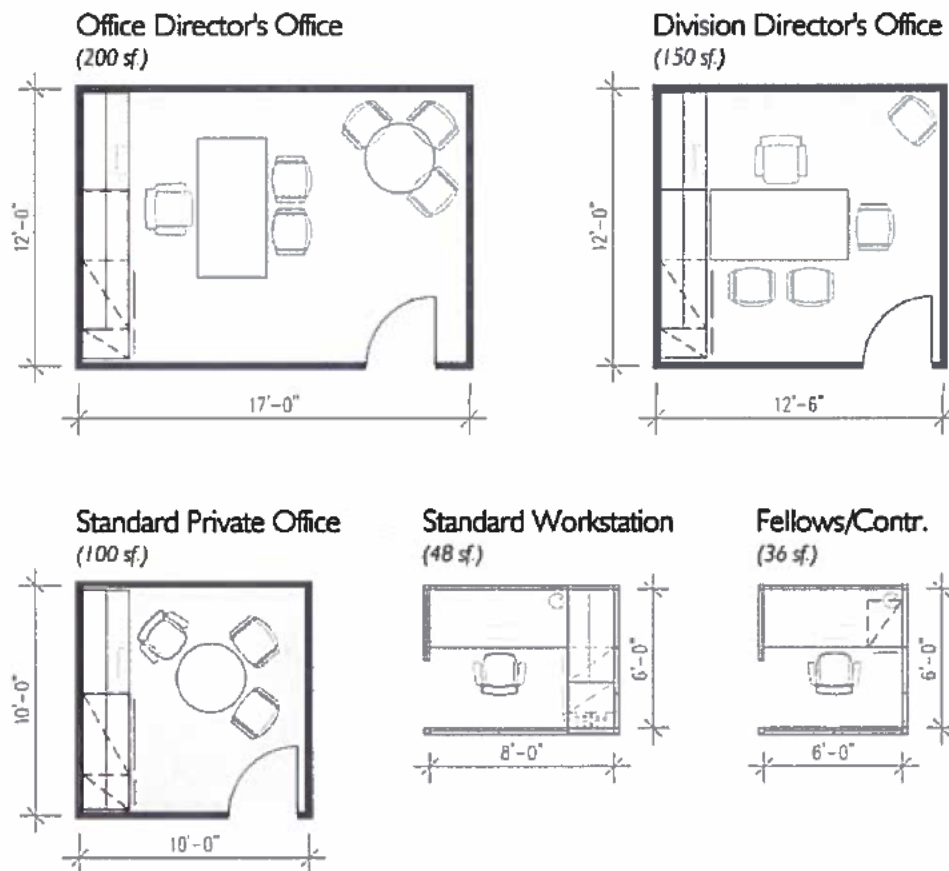
3.1.1 Guidelines Adapted for Personnel Space

Office and workstation sizes vary from 36 to 200 square feet depending on the work responsibilities associated with a position (see Exhibit 3). The designs of these spaces, after selection of space, shall consider the space characteristics to provide functional and efficient shapes to accommodate the furnishings within each space. OASH will provide policies on location of the private offices and the kit of parts for furnishing the personnel spaces including adjustable work surfaces, support elements within each space, and security needs for private offices.

Exhibit 3: Personnel Space Standards

Position	Abbreviation	Area
Office Director, SES	OD	200 sf
Deputy Directors	DD	150 sf
Standard Private Office	SPO	100 sf
Federal Employees Workstation	FED	48 sf
Fellows, Contractors and Interns	NON-FED	36 sf
Personnel in Support Spaces	SUPP	0 sf

Exhibit 4: Conceptual Layouts Based on Personnel Space Standards Sizes



Note: All layouts and dimensions are for reference only. Actual layouts will depend upon floor plate configuration, circulation pattern, bay and module sizes and at the direction of OASH during design process.



3.1.2 Personnel Space Assignment

Based on the personnel information collected during the data collection process and the application of guidelines as noted in Exhibit 3 above, the OASH requires about 17% of its employees to occupy private offices. These offices range in size from 100 sf to 200 sf. About 82% of employees are assigned workstations with the remaining 1% located in support spaces such as high density file rooms, etc. It is important to note that while the standards are recommended sizes the actual sizes will depend upon the spatial conditions, circulation patterns, and building modules to achieve an efficient plan. Exhibit 5 provides the application of these allocations by organization and shows the quantity and resulting net square footage.

Exhibit 5: Personnel Space Distribution by Organization and Size

Acronym / Office Name	Unit Area	Pers. Space Count	Office [OD, SES] 200 sf	Office [DD] 150 sf	Office [SPD] 100 sf	Wkstn. [FED] 48 sf	Fellow, Contr., Intern [NON- FED] 36 sf	In Support Spaces [SUPP] 0 sf	Area Total SF
DCCPR	Commission Corps	129	1	1	15	100	10	2	7,010
OAH	Office of Adolescent Health	28	1	1	3	21	2	-	1,730
ODPHP	Office of Disease Prevention and Health Promotion	31	1	1	4	20	5	-	1,890
OGM	Office of Grants Management	15	1	1	1	11	1	-	1,014
OHRP	Office of Human Research Protection	35	1	1	4	26	3	-	2,106
OMH	Office of Minority Health	58	1	1	6	44	6	-	3,278
OPA	Office of Population Affairs	29	2	1	5	15	6	-	1,986
ORI	Office of Research Integrity	36	1	1	2	23	7	2	1,906
OSG	Office of the Surgeon General	14	-	2	2	10	-	-	980
OWH	Office on Women's Health	1	-	-	-	1	-	-	48
PCFSN	Presidents Council Sports Fitness and Nutrition	11	1	1	-	4	5	-	722
EXO	Executive Office	11	-	2	1	7	-	1	736
ARC	Administrative Resource Center	13	1	1	1	9	1	-	918
BUDGET	Budget Office	13	1	2	1	5	4	-	984
Total Count		424	12	16	45	296	50	5	
Total SF			2,400	2,400	4,500	14,208	1,800	0	25,308



3.2 Office Support

These are support functions that are co-located with personnel spaces and do not require any above standard infrastructure. Such spaces include office/division level receptions, incidental supply storage areas, and distributed filing areas.

Exhibit 6 shows the allocation methodology for the program support spaces and Exhibit 7 shows both the program and mission support space distribution by organization. Brief descriptions of the spaces are as follows:

- **Distributed File Areas [6 sf]:** This space shall be an area set aside within the office space for lateral filing cabinets. It is anticipated that 2-high lateral files will be used in most locations. In order to increase the utility of this space, a work surface should be placed on top of groups of files to create work islands and/or providing desk mounted print/fax equipment for shared use.
- **Storage Room [150 sf]:** Provided at the office/division level, this space will cater to the file storage needs of each division.

Exhibit 6: Program Support Description and Allocation*

Space	Allocation/Basis	Quantity	Size
Distributed File Areas	6 sf per 2 person for all offices	200	6 sf each
Storage Room	1 per 100 persons for all offices	4	150 sf each

* These allocations are estimated for the purpose of developing a program, OASH will finalize quantities and adjacencies during the design phase.

**Exhibit 7: Program and Mission Support Spaces by Organization**

Acronym / Office Name		Pers. Space Count	Lateral Files [sf]	Storage [sf]	Total Program Support [sf]	Total Mission Support [sf]	Grand Total Area [sf]
DCCPR	Commission Corps	129	365	183	548	1,550	2,098
OAH	Office of Adolescent Health	28	79	40	119	0	119
ODPHP	Office of Disease Prevention and Health Promotion	31	88	44	132	0	132
OGM	Office of Grants Management	15	42	21	64	400	464
OHRP	Office of Human Research Protection	35	99	50	149	650	799
OMH	Office of Minority Health	58	164	82	246	800	1,046
OPA	Office of Population Affairs	29	82	41	123	0	123
ORI	Office of Research Integrity	36	102	51	153	1,250	1,403
OSG	Office of the Surgeon General	14	40	20	59	0	59
OWH	Office on Women's Health	1	3	1	4	0	4
PCFSN	Presidents Council Sports Fitness and Nutrition	11	31	16	47	0	47
EXO	Executive Office	11	31	16	47	150	197
ARC	Administrative Resource Center	13	37	18	55	0	55
BUDGET	Budget Office	13	37	18	55	0	55
Total SF		424	1,200	600	1,800	4,800	6,600



3.3 Mission Support

These spaces, assigned to a particular office or division, are required to fulfill the organizational mission. Some of the spaces require above standard infrastructure such as increased floor loading capacity in a file room, slab-to-slab construction, additional security for certain files, or video conferencing capability. In general these spaces are to be located within the boundaries of the organization. Mission support spaces have been allocated by examining the work processes and existing spaces of individual organizations and through questionnaires received. **It must be stressed that these square footages are to be considered as planning guidelines. The numbers will be refined and likely changed during design development.** Exhibit 7 provides a summary of these spaces while the narrative below describes each space by Organization.

3.3.1 Division of Commissioned Corps Personnel & Readiness 1,550 sf

A. Law Library 200 sf

The law library is used to house law related material for staff to do research but it is also used for confidential meetings. The room is to be enclosed and lockable with slab-to-slab drywall partitions. Furniture shall include a conference table, an appropriate number of chairs to seat up to 6 people and bookshelves along the walls. The room shall have standard finishes, network access (wired and wireless) for all participants and VoIP telecommunications, and video teleconferencing.

B. Board Rooms 0 sf

Board rooms are used for promotion boards and staging for documentation process and filing. Select shared conference rooms shall be used as board rooms and shall have the required infrastructure installed to allow necessary connections for the equipments to be used. The required infrastructure will be determined during the design phase. Since shared conference rooms space will be used for these functions, the board rooms are assigned zero (0) sf under this mission support section.

C. Mobile High Density File Room 1,150 sf

This High Density File Room is used to store medical, personal and compensation files for each of the officers. There are currently approximately 7,800 active duty officers with about 23,400 files stored in this room. Those files are stored here for 20-30 years during their active duty period. Additionally, there are about 7 standard file cabinets for the records of terminated and deceased officers, kept here for up to one year before they are sent out to the archive in St. Louis, MO where they are kept 75 years after the death of the officers.

When the files first arrive in this room, they are scanned and digitized before they go to the shelf. The room will have two workstations for two staff and a scanning station within each staff's workstation. This room will have rows of mobile high density shelving systems capable of storing approximate 2,100 linear feet (lf) of records. The system shall provide carriage level locks to ensure restricted access to the records. Additionally the room will have a sensitive document shredder. This room shall be lockable with card reader access and will require above standard floor loading.



D. File Room.....200 sf

The file room shall be a lockable enclosed room for storing policy related documents that are stored in standard lateral or vertical file cabinets. The room is not anticipated to require above standard floor loading.

3.3.2 Office for Human Research Protections 650 sf

Mobile High Density File Room.....650 sf

This room will have rows of mobile high density shelving systems capable of storing approximate 1,200 linear feet (lf) of records. The system shall provide carriage level locks to ensure restricted access to the records. There are also currently 9 standard file cabinets, a floor-standing heavy duty multi-function device (MFD), a network printer and a shredder. This room shall be lockable with card reader access and will require above standard floor loading.

3.3.3 Office of Minority Health..... 800 sf

A. File Rooms (4 @ 200 sf)800 sf

The file rooms shall be a lockable enclosed room for storing secure files that are stored in standard lateral or vertical file cabinets. The room is not anticipated to require above standard floor loading.

3.3.4 Office of Research Integrity 1,250 sf

A. Lektriever High Density File Room.....600 sf

This room is used to store pre-sessions and pre-case files in two Lektriever High Density systems. One system is 10'W x 4'D x 8'H and the other one has the dimension of 8'W x 4'D x 8'H. When the files are first received, they are scanned and digitized at the two scanning stations with computers using high speed scanners and then stored in the two Lektriever systems. Adjacent to the scanning stations is a worktable to disassemble the files before scanning. Two staff will have their workstations inside this room to manage the files. Files of personnel with no misconduct are kept here for 6 years and files of personnel with misconduct are kept 6-14 years before they are sent to the archive. Additionally, ORI currently has 6 fireproof file cabinets (for evidence), 2 tall cabinets for supplies, a shredder, and a floor standing multi-function device (MFD) for copying and printing function. This room shall be lockable with card reader access and will require above standard floor loading.

B. File Room.....200 sf

The file room shall be a lockable enclosed room for storing secure files that are stored in standard lateral or vertical file cabinets. The room is not anticipated to require above standard floor loading.

C. Forensic Room250 sf

This room is used to conduct forensic analysis of digital media using advanced computer equipment. The room shall be enclosed with slab-to-slab drywall partitions and equipped with



enhanced power outlets, dimmer switch for lighting, secure internet access and enhanced cooling for equipment in the room. The floor live load capacity and finishes shall be office standard.

D. Library.....200 sf

The room is used to store books and manuals for staff to do research. Provide wall shelving to store approximately 210 LF of books and manuals. Furniture shall include a table, an appropriate number of chairs to seat up to 6 people. The room shall have standard finishes, network access (wired and wireless) for all participants and VoIP telecommunications.

3.3.5 Office of Grant Management 400 sf

Mobile High Density File Room.....400 sf

Original grants files are stored here for up to 2-3 years during their active time. After the files are closed they are sent to the archive where they are kept for 10 years. This room will have rows of mobile high density shelving systems capable of storing approximate 950 linear feet (lf) of records. The system shall provide carriage level locks to ensure restricted access to the records. This room shall be lockable with card reader access and will require above standard floor loading.

3.3.6 Executive Office 150 sf

IT Storage Room 150 sf

This room will house an IT staff in a 48 SF workstation and will have in addition a work bench and shelving for IT equipment. The room shall have slab-to-slab walls with card reader access. Provide power and data as necessary. The room shall be located adjacent to the IT Server Room.

3.4 Floor Distributed Support

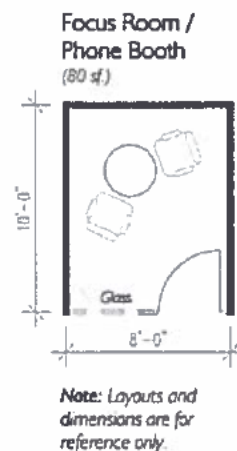
Distributed support is provided on each typical floor and is not assigned to any particular office or division. These spaces include enclosed Break Rooms, Shared Conference Rooms, Copy Rooms and LAN Rooms. In general, floor distributed spaces should be located consistently on every office floor for efficiency and communication distribution. While these spaces have been estimated based on overall population (see methodology in Exhibit 8), the actual size and layout will depend on the size of the floor plate and floor capacity. Brief descriptions of each of the floor distributed space are provided below; noting requirements above those of standard office spaces (e.g., direct exhausts).

Exhibit 8: Allocation and Area for Floor Distributed Spaces

Space	Allocation/Basis	Size	Quantity	Total SF
Focus Room / Phone Booth	1 per 25 persons	80 sf each	16	1,280
Meeting Rooms (up to 8 pers.)	1 per 35 persons	200 sf each	12	2,400
Conference Rooms (10-20 pers.)	1 per 50 persons	400 sf each	8	3,200
Open Collaborative (8 pers.)	1 per 100 persons	200 sf each	4	800
Copy / Mail Rooms	1 per 100 persons	150 sf each	4	600
Pantry / Break Rooms	1 per 100 persons	400 sf each	4	1,600
LAN Rooms	1 per 100 persons	100 sf each	4	400
TOTAL SF				10,280

3.4.1 Focus Room / Phone Booth

Focus Room / Phone Booth (80 sf): This room shall be an enclosed and acoustically separated space to allow for individual one-on-one meetings and confidential phone calls. These spaces are to be strategically placed across the floors to allow sharing by the entire Agency and shall function as a short-term retreat in addition to the individual workspaces each staff member has. Therefore the rooms shall not be bookable but be easily visible to allow for flexible use. Provide a small round table and seating for two persons. These rooms shall be fitted for LAN access (wired and wireless), VoIP telecommunications, and a large screen monitor with docking station including keyboard and mouse. Specific technologies will be determined during the design development process.

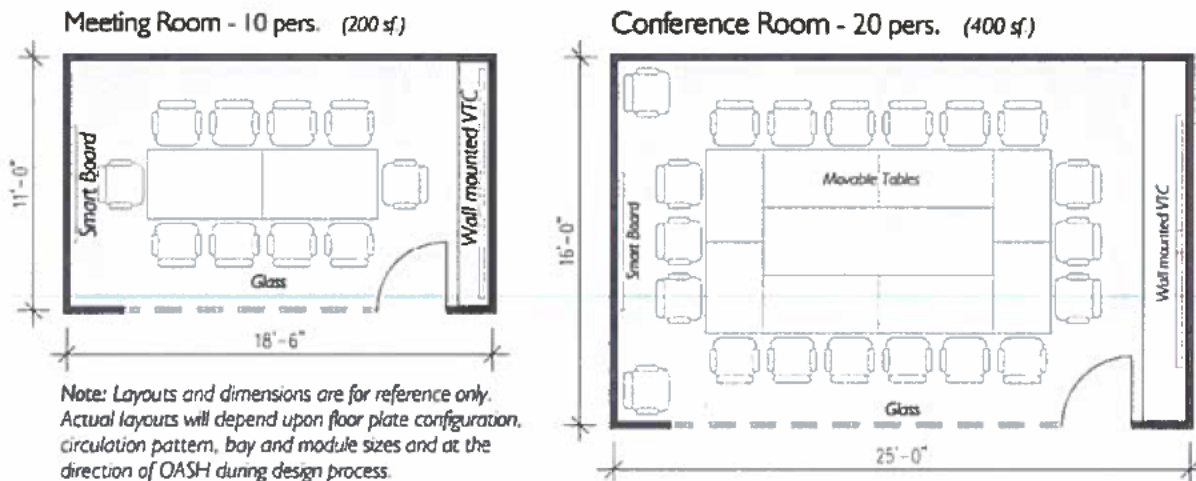


3.4.2 Meeting Rooms and Conference Rooms

Meeting/Conference Rooms [Varies from 200 sf to 400 sf each]: These spaces are to be strategically placed across the floors to allow sharing by the entire Agency and are to be connected to the building-wide conference room reservation system. These rooms shall be enclosed rooms with slab-to-slab drywall partitions and preferably column-free. If a room is located above a garage or adjacent to a mechanical room, sufficient acoustical isolation must be provided to prevent sound and vibration infiltration. If a room is located along the perimeter windows, it will require operable blackout shades. Provide dimmable lighting and clean power for all equipments as well as supplemental cooling for high occupancy events with temperature controls located in the rooms. Finishes shall be office standard with high traffic anti-static carpet. Furniture shall include movable conference tables that can be

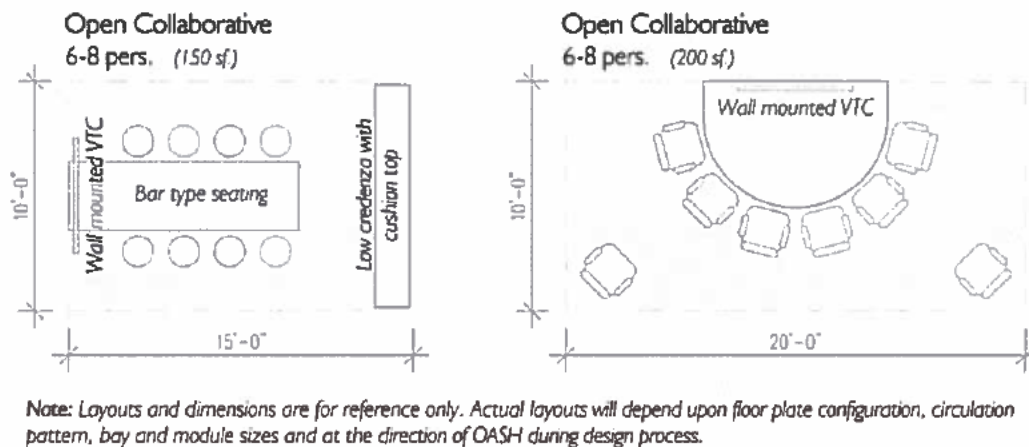


separated and reconfigured, a credenza and an appropriate number of chairs. These rooms shall be fitted for LAN access (wired and wireless), VoIP telecommunications, audiovisual (A/V) equipment including but not limited to advanced projection capabilities, smart boards and video teleconferencing. Specific technologies will be determined during the design development process.



3.4.3 Open Collaborative

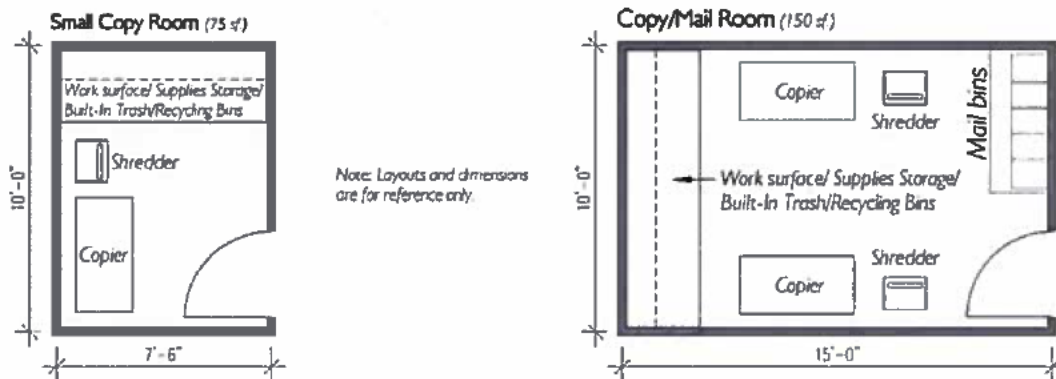
Open Collaborative [150-200 sf]: These areas are not enclosed spaces to allow informal, brief meetings where privacy and confidentiality is not desired. Open Collaborative spaces shall be collocated with other formal meeting rooms and away from open workstations where focus and quiet work is performed. Furnishing shall include tables and chairs for small collaborative areas, bar-height tables and stools or specific vendor predefined furniture settings for the larger collaborative areas. Provide localized dimmable lighting and clean power for all equipments within the collaborative space. These areas shall be fitted for LAN access (wired and wireless), VoIP telecommunications, audiovisual (A/V) equipment including but not limited to single or dual monitor with shareable screen technology, smart boards and video teleconferencing. Specific technologies will be determined during the design development process.



3.4.4 Copy/Mail Rooms

Copy / Mail Rooms [150 sf]: These rooms shall be enclosed rooms with slab-to-slab drywall partitions. They are to be strategically placed across the floors to allow sharing by all floor occupants. It is preferred that each OASH occupied floor has at least one copy/mail room but could have more depending on the size and travel distance. Each room shall contain one or two multi-function devices (MFDs) for printing and copying, and built-in shelving and/or cabinets for the storage of copier paper and supplies. Within the room there shall be an area with casework and sorting bins for the incoming mail for the occupants on that floor. Counter area shall be provided for incidental finishing equipment and activities such as collating, punching, stapling and packaging. Provide built-in base and overhead cabinets for storing copy supplies and recycling bins. The copy rooms shall be directly exhausted to the outside, and preferably be vertically stacked.

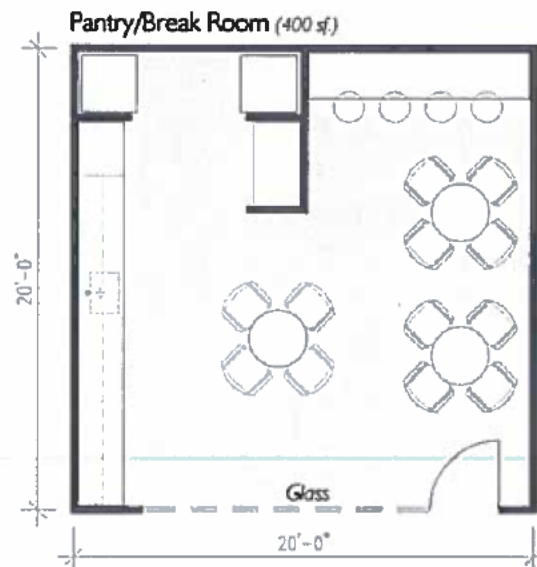
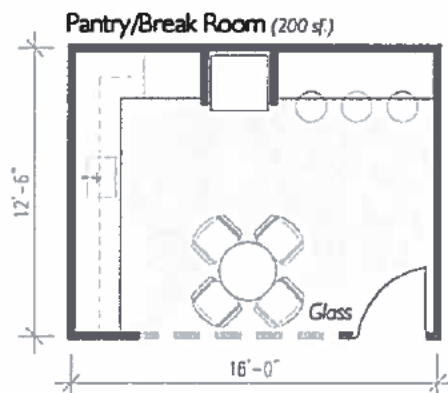
The rooms shall be conveniently located, preferably near the building core. These rooms are not necessary on floors that do not contain office space (e.g., a floor with the entry lobby, loading docks, and mailroom but no OASH office space). Provide clean power and data outlets as required for copier and other small equipments. Flooring shall be resilient tile.



3.4.5 Pantry / Break Rooms

Pantry/Break Rooms [400 sf]: Each office floor shall have at least one break room which shall be an enclosed room with slab-to-slab drywall partitions. This room shall be furnished with built-in base and overhead cabinets for the storage of basic office kitchen supplies. Provide power and plumbing for a refrigerator with icemaker, sink, coffee machine and microwave. Countertops shall be solid surface with 4" backsplash. Drywall and paint shall be moisture-resistant. In addition, space for accommodating recycling bins for cans, bottles and other recyclables is needed. Flooring shall be slip-resistant and water resistant resilient tile. Limited lunch-type seating may also be provided.

This room should be conveniently accessible to the occupants of the entire floor and could be located adjacent to the core or preferably on the exterior wall with windows as determined by OASH during design development. This room shall be directly exhausted to the outside, and preferably be vertically stacked.

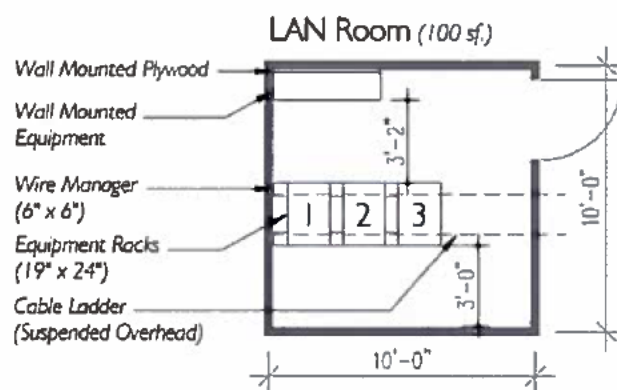


Note: Layouts and dimensions are for reference only.

3.4.6 LAN Rooms

LAN Rooms [100 sf]: The LAN Rooms are telecommunications-type rooms for edge data and network cabling and equipment termination points for horizontal cabling and the edge or access part of the network.

- Each OASH occupied floor shall have at least one enclosed lockable LAN room. LAN Rooms shall be vertically stacked within the building and located such that the angular transitions between the server equipment and the end-user computers are minimal; the network cabling distance shall be no more than 90 meters conforming to TIA/EIA-568-B. The 90-meter routing distance shall be based on running cables running parallel and perpendicular to the building geometry on the cable ladder system described herein. If the procured space features a large floor plate a second LAN room may be considered to meet the horizontal cabling distance requirement.
- LAN Rooms shall not be located less than 20' horizontally or vertically from potential sources of electromagnetic interference (electrical switchgear, transformers, mechanical equipment rooms, large motors, etc.).
- LAN Rooms shall not be located adjacent to stairwells, elevator shafts or other elements that would preclude access to, and cable distribution from, the rooms.
- LAN Rooms shall not be proximate to potential sources of flooding, such as supply or drain lines, toilets, janitor's closets, etc. Pipes intended for fluids or gas shall not be located in these rooms.



Note: Layouts and dimensions are for reference only.



- e. Room Size: Each room shall be 10' x 10' (100 sf) with no abutment or incursions.
- f. IT Equipment Racks: Each room will house up to three (3) standard equipment racks 19" W by 84" H with wire managers on each side, cavity minimum 6" x 6", desirable 8" x 8", with front and rear separate cavities. These racks will house communications equipment such as switches and uninterruptible power supply (UPS) units. One wall running parallel to the floor racks shall be planned with plywood for wall-mounted, 12" deep equipment.
- g. Audio Visual Rack: The closest LAN room to the Conference and Training Center shall accommodate an Audio Visual Rack which consists of a 24" deep by 36" wide cabinet that provides connection to the Conference and Training Center. The LAN room housing this equipment shall be increased in size as appropriate to accommodate the Audio Visual Rack. Specific requirements shall be determined during the design phase.
- h. HVAC: The rooms must have 24x7 HVAC. Lessor shall verify specific equipment heat loads and other requirements for each room prior to finalizing the design
- i. Restrictions: Building Management Systems and other base building service panels shall not be housed in these spaces. OASH's security system panel, if required, may be housed in this space.
- j. LAN Rooms shall be constructed per all applicable ANSI/TIA standards Summary of Requirements:

Room Size	10' x 10'
Construction	Walls: Slab-to-slab, fire rated.
Doors	36" W x 96" H. The doors shall swing outward from the room, automatic door closers, lockable, with proximity card reader access control and master key lock on door knob.
Finishes	<ul style="list-style-type: none">Walls: Painted. One wall to be covered in painted 3/4" thick fire rated plywood.Floor: Static dissipative resilient flooring throughout. (1.0 x 10⁶ to 1.0 x 10⁹ ohms)Ceiling: Exposed to slab above. Fully painted structure and deck to reduce dust.
Lighting	Fluorescent or LED fixture(s) providing a minimum of 50 f-c on the vertical surfaces of the equipment in the racks. Lights shall be on emergency generator or battery back up
Temperature/ Humidity Range	<ul style="list-style-type: none">70 ± 2 deg F on a 24x7 basis; dedicated air conditioning unit designed to meet the equipment heat loads generated in the rooms.45% ± 5% RH on a 24x7 basis
Electrical Load	A 150 amp service is estimated for the IT rack and cabinet equipment only (does not include power for lights, HVAC, etc.)
Cable Support for Data/AV/ Security	<ul style="list-style-type: none">Cable Ladder: Provide a cable ladder system in compliance with TIA and NEC Standards. The cable ladder shall generally be installed within the ceiling plenum of all OASH spaces and facilitate proper routing of cabling. Cable ladder shall be suspended from ceiling slab above (not supported by the same floor it serves) and run continuously from the equipment racks in the LAN rooms to within 30' of every data/security/av outlet drop. Provide J-hooks from the end of the cable ladder to the conduit feeding each drop point. Each floor shall have a continuous cable ladder loop within the ceiling plenum located above the floor's main hallway.The cable ladder shall be sized based on OASH's cabling requirements with a maximum calculated fill ratio of 25% and a maximum fill depth of 6". At the minimum, the cable ladder within the LAN Rooms and serving as the main corridor loop shall be no less than 18" wide. Install ladder at 8'-0" AFF above equipment racks within the LAN closets. Ground and bond the cable ladder system per TIA standards The grounding shall include a 1/4"x 4"x 10" copper bar on insulated standoffs that is wall mounted in the LAN Rooms per TIA-607



- **Conduit:** LAN rooms shall be stacked as previously noted and house the three (3) 4-inch EMT conduit providing a continuing pathway from the building's service point of entry, through the LAN Rooms, and to the IT Server Room. In addition, any cabling running through building core or outside of OASH office space shall be enclosed in 4 inch conduit.
- Provide conduit from each wall/floor outlet to an accessible portion of the ceiling adjacent to the j-hooks that lead to the cable ladder system. Provide junction boxes, pull string, and conduit for all data/av/security drops.
- Conduits shall be sized in accordance with the number of cables at 60% fill of conduit for new installations, per TIA/BICSI/NIST standards. All conduit runs must maintain a minimum number of bends. LB, LR, or LL conduit joints must be provided for pull points whenever any group of conduit bends reaches 180 degrees. No single bends may exceed 90 degrees.

**Fire
Suppression**

Building standard wet pipe system

3.5 Central Functions

The Central Functions, although managed by a specific OASH office or program, normally serve the needs of the entire regional office. Many of these functions have specific locational requirements and require above standard infrastructure not typically provided in the office type spaces. Exhibit 9 provides a list of the Central Functions.

Exhibit 9: List of Central Functions and Estimated Areas

Central Function	Area [sf]
Central Reception	400
Conference and Training Center	2,000
Central Conference Room	800
IT Server and Storage Room	200
Wellness Room	200
Union Representative Room	150
Guard Office	350
General Storage	1,200
Central Functions Total	5,300

**3.5.1 Central Reception..... 400 sf**

A central reception is used to replace individual smaller reception areas within each office. The central reception will allow visitors to gather at one place and wait before they are picked up by OASH's staff. The reception area shall provide an introduction to the agency for visitors and guests but also act as a spontaneous interaction space for OASH's staff.

Furniture shall be a reception desk for up to 2 employees and lounge seating for at least 8 visitors and guests. Provide adequate power/data and wireless access points throughout the space.

The Central Reception shall strategically be located with direct access from the main entrance but adjacent to the Conference and Training Center if possible to also act as a breakout area.

3.5.2 Conference and Training Center2,000 sf

The Conference and Training Center facilitates large meetings, conferences, and training sessions but also functions as an emergency response center and COOP site in times of catastrophic events.

Lines of Sight: The conference rooms shall be generally rectangular in plan and designed to maintain clear lines of site from all seats to the presenter, interpreters, visual aids, front stage, TV monitors, and projection screens. These lines of site should be unobstructed by the building columns or other built elements. The lines of sight need to be maintained for the multiple furniture configurations intended for the space including times when the conference room are joined together (open operable partitions). The ceiling heights shall benefit both the size of the room and the associated audio/visual technology, but in no case should the ceiling be less than 9 feet high.

Power/Data: Conference rooms will require fully recessed floor power/data outlets to allow for a variety of seating configurations including row seating for lectures, and small group tables with 4-6 people. Power/data outlets shall be installed flush with the floor finish to avoid tripping and to accommodate reconfiguring of the room and furniture on casters. Additional power/data requirements for the emergency response center function shall be specified during the design phase.

Lighting: Rooms should be well lit to accommodate extensive localized reading and writing as well as the ability to see the presenter, interpreter, visual aids, monitors and projection screens. Lighting should be uniform without glare. Sources of natural light shall be fully controlled by blackout shades. Lights should be controlled by lighting control panels with reprogrammable preset conditions based on OASH usage.

Preferred Location and Adjacency Requirements: A lower level or main floor location near the public visitors' entrance and building lobby/security is preferred. The Conference/Training Center shall have restrooms on the same floor level which users can access unescorted and without having to pass through any secure spaces. The Conference/Training Center facilities, including the associated rest rooms, shall be fully accessible to individuals with disabilities, meeting all ADA requirements and other accessibility requirements.

A. Conference/Training Room(s) 1,700 sf

The room(s) will be used for larger gatherings and be furnished so as to be reconfigurable. For increased flexibility, the room shall have acoustically rated retractable walls to allow subdivisions into 2-3 separate rooms or combinations as needed. All the divided and undivided rooms shall be equipped with audiovisual projection capability for multiple seating configurations. The specific audiovisual technologies to be adopted for OASH Headquarters will be determined during the design development process. Each room shall include base cabinets for trash/recycling bins, with a



counter above for a desktop printer/copier. The room(s) should also include a coat closet and a small secure closet for supplies/equipment.

B. Training Equipment and Furniture Storage.....300 sf

This enclosed and lockable room will hold equipments for training sessions but also conference and training furniture that are temporarily not in used. It should be a single contiguous space located adjacent the conference/training room(s). This room should be located to be accessible from a common hallway, preferably not where accessing it could disrupt a meeting or event. The room will have industrial grade shelving and 3 sinks to clean and sanitize the training equipments. One utility sink at standing height and two floor sinks. Provide plumbing, power and exhaust fan as needed. Specific requirements are to be determined during the design phase.

Technical Criteria:

Structural	
<i>Ceiling Height</i>	9'-0" minimum in the Conference/Training Room(s). 9' in the Training Equipment and Furniture Storage.
<i>Floor Slab</i>	The floor slabs in the Conference/Training Room(s) shall allow for fully recessed floor power/data outlets in locations deemed suitable by OASH for their training.
Architectural	
<i>Floors</i>	Resilient flooring for the Training Equipment and Furniture Storage. Carpet tile elsewhere.
<i>Walls</i>	<ul style="list-style-type: none"> • Provide operable walls for the Conference/Training Room(s) so they can be separated or combined for flexibility. (STC 52 minimum) • Perimeter walls for the Conference/Training Room(s) shall be slab-to-slab (STC 52 minimum).
<i>Doors</i>	Conference/Training Room(s) room doors shall be 4' wide doors or standard double doors with door closers and floor-mounted door stops.
<i>Windows</i>	Preferably, the Conference/Training Room(s) should not have any window openings. If windows are present, light-tight blackout shades in tracks shall be installed.
HVAC	
<i>Thermal Comfort</i>	Each of the subdivided Conference/Training Room shall be separately zoned.
<i>Special Filtration</i>	Provide ventilation consistent to ASHRAE 62.1 – 2016 for high occupancy areas.
<i>Exhaust</i>	Provide exhaust inside Training Equipment Storage.
Electrical	AV equipment shall have dedicated circuits.
Lighting	
<i>Lighting Controls</i>	Each of the conference rooms and their subdivided spaces shall have zoned programmable lighting systems with dimming controls and the ability to separately darken any single wall without darkening the entire room.
<i>Illumination Level</i>	Up to 50 foot-candle (f-c) required at 36" above finished floor levels.



Miscellaneous	
Audio Visual	The Conference/Training Room(s) shall be designed to accommodate advanced projection capabilities and shall have video conference facility. The specific audiovisual technologies to be adopted for OASH Offices will be determined during the design development process.
Acoustics	<p>The Conference/Training Room(s) shall be designed as follows:</p> <ul style="list-style-type: none">• Typical drywall partitions to be deck-to-deck with a minimum STC of 52• Pre-manufactured operable room dividers between conference rooms shall have a minimum STC of 52, with a ceiling bulkhead between the rooms to achieve no less than an overall NIC 47 between the conference rooms.• Provide absorptive (.6 to .8) surfaces over two perpendicular walls.• Ceilings shall be treated to achieve a minimum NRC of 0.85.• Mechanical/Electrical Noise shall not exceed NC 35. <p>The Conference and Training Center should be designed and located so that it is not subject to noise originating from outside the Conference and Training Center and/or outside of OASH's control (vehicular traffic, large mechanical units, playgrounds, retail tenants, etc.)</p>

3.5.3 Central Conference Room 800 sf

The Central Conference Room shall contribute to OASH's needs for larger meetings between 32-40 people. The room is to be strategically placed to allow sharing by the entire Agency and is to be connected to the building-wide conference room reservation system. This room shall be an enclosed room with slab-to-slab drywall partitions, a ceiling of no less than 9 feet, and preferably column-free. If the room is located above a garage or adjacent to a mechanical room, sufficient acoustical isolation must be provided to prevent sound and vibration infiltration. If the room is located along the perimeter windows, it will require operable blackout shades. Provide dimmable lighting and clean power for all equipment as well as supplemental cooling for high occupancy events with temperature controls located in the rooms. Finishes shall be office standard with high traffic anti-static carpet. Furniture shall include movable conference tables that can be separated and reconfigured, a credenza and an appropriate number of chairs. The room shall be fitted for LAN access (wired and wireless), VoIP telecommunications, audiovisual (A/V) equipment including but not limited to advanced projection capabilities, smart boards and video teleconferencing. Specific technologies will be determined during the design development process.

3.5.4 IT Server and Storage Room..... 200 sf

Because all OASH's data and server operations are using the cloud, there is no need for an extensive built-out for a server room any more. The main IT Server and Storage Room can be a divided or a single contiguous room with the build-out requirements of a typical LAN Room. This room will be the first point of connection for all OASH's enterprise network from the cloud and the distribution point for enterprise IT systems and services to all OASH's LAN Rooms in the building. The room will need to accommodate up to three server racks, a head end system for TV connectivity, VTC equipment/servers and any equipment required to establish connection of OASH's entire network and IT operations to the cloud. The storage area shall be equipped with wall mounted movable heavy duty shelving to allow storage of IT equipments and materials. Specific requirements are to be determined during the design phase.



The IT Server Room shall be located as follows:

- Centrally located on the floor on which it resides;
 - Centrally located relative to the overall OASH space within the building; and
 - Above grade and preferably away from exterior walls.
- a. **General:** The configuration of the IT Server Room must be designed to fit form and function of the utilization of the space and the arrangement of the equipment. The IT Server Room should generally conform to industry standards including those by the Telecommunications Industry Association.
 - b. **Architectural:** The space shall have a single entrance access with a 36" wide door. A raised floor or ceiling is not required in the space. The floor structure shall be sufficient to support all IT equipments. Provide painted, 3/4" interior grade plywood over an 8' x 8' area of one wall.
 - c. **Equipment Racks:** The space shall be sufficient to support up to 3 equipment racks. The equipment racks are anticipated to be 19" W x 26" D x 84" H with separate rack-mounted, vertical cable management cavities (6" x 6" minimum, 8" x 8" desired) located on the sides of the cabinet both at the front and rear.
 - d. **Head End System:** The Head End System consists of a 24" deep, by 36" wide cabinet that provides cable to the building and is connected to an antenna on the roof. 4' aisle clearance shall be provided in front, behind and on one side of the cabinet. Specific requirements shall be determined during the design phase.
 - e. **Cable Ladder:** The IT Server Room will require a cable ladder system which is anticipated to be located 96" above the finished floor. The cable ladder system shall be supported by the building structure on the floor above, and independently of the racks/cabinets. The clearance space above the cable ladder shall be no less than 18" wide. The ladder shall be no less than 18" wide and sized based on the cabling requirements with a maximum calculated fill ratio of 25% and a maximum fill depth of 6".
 - f. **HVAC:** The rooms must have 24x7 HVAC. Lessor shall verify specific equipment heat loads and other requirements for each room prior to finalizing the design.
 - g. **Room Security:** The room shall be secured via card reader access and a master key lock.
 - h. **Technical Criteria:**

Construction	Walls: Slab-to-slab, fire rated.
Doors	36" W x 96" H. The doors shall swing outward from the room, automatic door closers, lockable, with proximity card reader access control and master key lock on door knob.
Finishes	<ul style="list-style-type: none"> • Walls: Painted. One wall to be covered in painted 3/4" thick fire rated plywood. • Floor: Static dissipative resilient flooring throughout. (1.0 x 10⁶ to 1.0 x 10⁹ ohms) • Ceiling: Exposed to slab above. Fully painted structure and deck to reduce dust.
Lighting	Fluorescent or LED fixture(s) providing a minimum of 50 f-c on the vertical surfaces of the equipment in the racks. Lights shall be on emergency generator or battery back up
Temperature/ Humidity Range	<ul style="list-style-type: none"> • 70 ± 2 deg F on a 24x7 basis; dedicated air conditioning unit designed to meet the equipment heat loads generated in the rooms. • 45% ± 5% RH on a 24x7 basis
Electrical Load	A 150 amp service is estimated for the IT rack and cabinet equipment only (does not include power for lights, HVAC, etc.)

**Cable Support
for Data/AV/
Security**

- **Cable Ladder:** Provide a cable ladder system in compliance with TIA and NEC Standards. The cable ladder shall generally be installed within the ceiling plenum of all OASH spaces and facilitate proper routing of cabling. Cable ladder shall be suspended from ceiling slab above (not supported by the same floor it serves) and run continuously from the equipment racks in the LAN rooms to within 30' of every data/security/av outlet drop. Provide J-hooks from the end of the cable ladder to the conduit feeding each drop point. Each floor shall have a continuous cable ladder loop within the ceiling plenum located above the floor's main hallway.
- The cable ladder shall be sized based on OASH's cabling requirements with a maximum calculated fill ratio of 25% and a maximum fill depth of 6". At the minimum, the cable ladder within the LAN Rooms and serving as the main corridor loop shall be no less than 18" wide. Install ladder at 8'-0" AFF above equipment racks within the LAN closets. Ground and bond the cable ladder system per TIA standards. The grounding shall include a 1/4"x 4"x 10" copper bar on insulated standoffs that is wall mounted in the LAN Rooms per TIA-607
- **Conduit:** The IT Server Room shall be stacked with the LAN rooms and house the three (3) 4-inch EMT conduit providing a continuing pathway from the building's service point of entry, through the LAN Rooms, and to the IT Server Room. In addition, any cabling running through building core or outside of OASH office space shall be enclosed in 4 inch conduit.
- Provide conduit from each wall/floor outlet to an accessible portion of the ceiling adjacent to the j-hooks that lead to the cable ladder system. Provide junction boxes, pull string, and conduit for all data/av/security drops.
- Conduits shall be sized in accordance with the number of cables at 60% fill of conduit for new installations, per TIA/BICSI/NIST standards. All conduit runs must maintain a minimum number of bends. LB, LR, or LL conduit joints must be provided for pull points whenever any group of conduit bends reaches 180 degrees. No single bends may exceed 90 degrees.

**Fire
Suppression**

Building standard wet pipe system

3.5.5 Wellness Room (2 @ 100 sf) 200 sf

The wellness room provides OASH's staff a space to retreat, relax and recover but also create a private space for nursing mothers to use it as a lactation room. The rooms shall include comfortable seating with dimmable lighting, wireless access, counter space with sink and a small under counter refrigerator. The room shall be an enclosed lockable room with office standard finishes and resilient tile flooring.

3.5.6 Union Representative Room..... 150 sf

This is an office space for the union representative to discuss confidential matters with OASH's staff. The room shall have office standard furniture for the union worker and two side chairs for visitors. The union representative room shall be strategically located for employee's anonymity and convenience. The room shall be an enclosed lockable room with office standard finishes.

3.5.7 Guard Office 350 sf

The guard office shall be located within OASH space. The rooms shall have two 36 SF workstations, 2-3 lockers, gun locker (wall mounted), discharge stand (floor standing), small refrigerator, changing area, small table with three chairs and a white board. The room shall have slab-to-slab walls and card reader access. The total of 350 SF will include this room but as well as the guard post at the entrance lobby.

**3.5.8 General Storage 1,200 sf**

This space is shared by all offices to store large equipments, furniture and materials like mats, tents, cones, display boards, etc. The room shall be an enclosed lockable room with industrial grade shelving. The space shall be divided into smaller lockable compartments as needed by each office using open steel-stud and wire mesh construction going from slab-to-slab with open ceiling and no finishes. This space can be located near the loading dock and can be outside the OASH suite.

3.6 Miscellaneous 650 sf

Given the dynamic nature of the OASH mission, its requirements undergo frequent changes. An allowance of 650 square feet has been set aside as a float for unanticipated changes to the future OASH mission for additional spaces that may be needed at the time of design and also as a layout factor for overcoming inefficiencies encountered in new space. Spaces such as receptions for the Director or other such elements may be covered under this category

3.7 Circulation Multiplier/Factor

For the purposes of this Program of Requirements, a circulation multiplier of 50% of net space has been applied to the personnel spaces, office support, mission support, floor distributed spaces, central functions and miscellaneous spaces. The actual circulation will depend on the floor plate configurations and efficiency of the space procured. The circulation factor in the Program of Requirements is 33.3% of the gross area.



4. Key Spatial and Adjacency Requirements

4.1 Key Spatial Requirements

1. Space shall be designed to separate, both visually and operationally, the public and service entrances.
2. All building access point are required to have a security guard assigned.
3. Elevators serving OASH floors shall be equipped with controls that limit access to its personnel only.
4. Minimum ceiling height of 9'-0" for OASH Conference/Training facility. (Approximately 1,700 ABOA square feet).
5. OASH prefers contiguous floors for office areas.

4.2 Key Adjacency Requirements

The following are the adjacency requirements that are critical to the operational and functional efficiencies of OASH. The adjacency diagram is derived from the responses to the questionnaires. At the time of this document, a few organizations had not answered this question so some cells are empty. This information will be obtained prior to design development and reflected in those documents

Exhibit 10: Adjacency Matrix Based on OASH Questionnaires Returned

Organizations	DCCPR	OAH	ODPHP	OGM	OHRP	OMH	OPA	ORI	OSG	OWH	PCFSN	EXO	ARC	BUDGET
Commission Corps (DCCPR)														
Office of Adolescent Health (OAH)														
Office of Disease Prevention and Health Promotion (ODPHP)														
Office of Grants Management (OGM)														
Office for Human Research Protections (OHRP)														
Office of Minority Health (OMH)														
Office of Population Affairs (OPA)		3	1											
Office of Research Integrity (ORI)														
Office of the Surgeon General (OSG)	1													
Office on Women's Health (OWH)														
Presidents Council Sports Fitness and Nutrition (PCFSN)			3											
Executive Office (EXO)														
Administrative Resource Center (ARC)						1	1	3						
Budget Office (BUDGET)						1	1							

1 Essential 2 Important 3 Useful No requirement



4.3 Building Adjacencies

1. Security related functions shall be located adjacent to the entrance area with direct visual and physical access to it.
2. The Central Reception shall be adjacent to the main suite entrance lobby for convenient and controlled access for all visitors and guests. It shall be accessible from the main building entrance without allowing access to or through OASH office/personnel space.
3. To allow easy public and visitor access, it is preferred that the Conference/Training Center is located near Central Reception but away from the building entrance.
4. Loading Docks must be located for easy access by service vehicles and near central storage.
5. Certain functions require convenient access to the loading dock. These include the distribution of mail and packages and the General Storage. Other functions such as copy rooms and break rooms should be located proximate to the freight elevator on their respective floors that provides convenient access to the loading dock. The corridors and doors connecting these spaces from the loading dock and/or the freight elevator shall be sized to allow movement of carts and dollies.
6. It is preferred that the IT Server Room and the LAN Rooms be vertically stacked to allow controlled and easy distribution of IT functions.

4.4 Organizational Adjacencies

1. The majority of the OASH Organizations (Divisions/Offices) shall be kept consolidated, either horizontally contiguous or on contiguous floors. The OASH-occupied floors should be continuously stacked without other tenants in the intervening floors.
2. The Commission Corps (DCCPR) and the Office of the Surgeon General (OSG) should be co-located since OSG assures the day-to-day management of DCCPR's operations, training, force readiness and field command of deployments.
3. The Office of Population Affairs (OPA) works closely with the Budget Office to address budget formulation and execution throughout the year. OPA is also primarily a grant awarding program with high numbers of annual grants, including multiple grant actions per grantee with high complexity. The program has a high level of sensitivity and proximity to the Office of Grants Management (OGM) is crucial. Besides OGM and the Budget Office, OPA is also working closely with the Administrative Resource Center (ARC) to address budget execution and reconciliation throughout the year and in addition to process administrative documents.
4. The Office of Minority Health (OMH) works daily with ARC and the Budget Office and receives visitors on a regular basis and therefore can benefit from a proximity to the Central Reception.
5. The Office of Adolescent Health (OAH) also addressed a need to be close to the Central Reception.

While the actual stacking and relationships achieved would be a result of the floors and sizes offered, it is OASH requirement that those offices with critical adjacencies be located on the same floor or vertically stacked above or below. OASH will provide such guidance during design development stage.



4.5 Other Building Provisions

1. OASH will need to place a desk or podium in the building lobby for a guard.
2. It is preferable that on-site parking be available, whether included or paid. Provision of handicapped parking spots may be needed.
3. OASH would like to provide its personnel with convenient and safe bicycle storage.
4. A loading dock capable of accommodating trucks up to 35 feet in length should be part of the base building provision.
5. OASH may require roof-mounted communication devices (i.e., radio antennas and satellite dishes). These installations would require a roof location free from electronic interference from power lines and high power communication waves. The facility roof must also provide secure access to OASH employees and an unobstructed exposure to the south southeast.
6. OASH requires that at least 5% of floor area on each floor be capable of higher floor loading of 150 pounds. It should preferably be located adjacent to the core. In addition OASH will require about 3,000 sf of floor space to be capable of 200 pounds per sf for its high density filing. This number is approximate and exact figures will be provided at design stage.